NOTICE OF COUNCIL MEETING

Monday, June 9, 2025

Members of the Aurora City Council will participate in the June 9, 2025 Council Meeting.

Members of the public and media are invited to attend the Aurora City Council Meetings in person or remotely through the options listed below.

View or Listen Live

Live streamed at www.auroraTV.org

Youtube.com/TheAuroraChannel

Cable Channels 8 and 880 in Aurora

In-person Participation

Members of the public may attend in-person at the Aurora Municipal Center, Paul Tauer Aurora City Council Chamber, 15151 E. Alameda Pkwy.

Public comment is welcome for items appearing on the agenda or on any matter of city concern. Individuals must appear in person and speak from the podium.

- **Public Comment Listening Session:** Forty (40) minutes are dedicated at 6:00 p.m. to public comment on non-agenda matters of city concern. Individuals may sign up to speak by completing the Public Comment Listening Session online form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting, or in person with the city clerk on the day of the council meeting, between 5 p.m. and 5:45 p.m. Individuals are allotted a maximum of two (2) minutes to speak. Verified Aurora residents are given priority and placed before non-resident speakers. Visit the Addressing the City Council webpage for more information.
- **Public Comment on Agenda Item:** Thirty minutes are dedicated to public comment per agenda item, with the exception of Public Hearings. Individuals are invited to comment in support of or to oppose any item listed on the agenda. Those wishing to comment on an agenda item must register in advance by completing the 'Public Comment on Agenda Item' online request form between 8 a.m. on the Friday before the council meeting, and 1 p.m. on the day of the council meeting. Individuals are allotted a maximum of three (3) minutes to speak on items listed on the agenda.

  Those wishing to comment on an agenda item listed under the PUBLIC HEARING category may either register online as noted above, or sign up in person with the clerk starting at 5:00 p.m at the Paul Tauer Aurora City Council Chamber. Sign up must be completed before the Public Hearing agenda item title is read. Visit the Addressing the City Council webpage for more information.

Translation/Accessibility

The city provides closed captioning services on Cable Channels 8 and 880. The Aurora Municipal Center is wheelchair accessible with entry ramps and accessible parking located on the west and east side of the building. Please make your request for accommodations or assistance by noon on the Friday preceding the Monday meeting by contacting the Office of Accessiblity at 303.326.8857.

If you are in need of an interpreter, please contact the Office of International and Immigrant Affairs at 303-739-7521 by Monday, June 9, 2025 at 9:00 a.m. (Si necesita un intérprete, comuníquese con la oficina de asuntos internacionales e inmigrantes en 303-739-7521 por el domingo anterior a la reunion del lunes.)

City of Aurora, Colorado

Monday, June 9, 2025

AURORA URBAN RENEWAL AUTHORITY (AURA) REGULAR MEETING

(Open to the Public)
AURORA ROOM
3:00 p.m.

AURORA URBAN RENEWAL AUTHORITY (AURA) EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
3:15 p.m.

EXECUTIVE SESSION

(Closed to the Public)
AURORA ROOM
3:35 p.m.

STUDY SESSION OF THE AURORA CITY COUNCIL

(Open to the Public via live stream in the Paul Tauer Aurora City Council Chamber)
AURORA ROOM
3:45 p.m.

PUBLIC COMMENT LISTENING SESSION

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:00 p.m.

REGULAR MEETING OF THE AURORA CITY COUNCIL

(Open to the Public)
PAUL TAUER AURORA CITY COUNCIL CHAMBER
6:45 p.m.

AGENDA

Regular Meeting of the Aurora City Council

Monday, June 9, 2025, 6:45 p.m.
Paul Tauer Aurora City Council Chamber
15151 E Alameda Parkway
Aurora, CO 80012

Pages

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

4. PLEDGE OF ALLEGIANCE

5. EXECUTIVE SESSION UPDATE

6. APPROVAL OF MINUTES

   6.a May 19, 2025 Meeting Minutes 7

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

9. CONSENT CALENDAR - MOTIONS

   Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

   9.a Motions

   9.b Planning Matters

   9.c Appointments to Boards and Commissions

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

10.a Resolutions

10.a.1 Safety Streets and Roads for All (SS4A) Department of Local Affairs (DOLA) Local Match Program Application 17

R2025-58 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR A GRANT ADMINISTERED BY THE COLORADO DEPARTMENT OF LOCAL AFFAIRS, AND OTHER RELATED MATTERS

Sponsor: Stephanie Hancock, Council Member

Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.2 Intergovernmental Agreement (IGA) with Arapahoe County for the Plains Lehigh and Picadilly Traffic Signal Project 31

R2025-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE BOARD OF ARAPAHOE COUNTY COMMISSIONERS FOR THE PLAINS PKWY/LEHIGH AVE & PICADILLY ROAD TRAFFIC SIGNAL PROJECT

Sponsor: Stephanie Hancock, Council Member

Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.3 Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Signal Maintenance 49

R2025-60 A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS, INTERSECTION MARKING, AND TRAFFIC CONTROL DEVICE MAINTENANCE

Sponsor: Stephanie Hancock, Council Member

Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.4 Universal Preschool Program Intergovernmental Agreement (IGA) 81

R2025-61 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS RECREATION DIVISION IN THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE STATE OF COLORADO FUNDING THE UNIVERSAL PRESCHOOL COLORADO PROGRAM

Donna Hunt, Recreation Superintendent, Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney

10.a.5 Generation Wild Program for 2026 – 2030 138

R2025-62 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVAL OF THE GRANT AGREEMENT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST TO AURORA AND OTHER MEMBERS OF THE NORTHEAST METRO COALITION FUNDING THE GOWILD NORTHEAST PROJECT THAT IS PART OF THE GENERATION WILD PROGRAM

Joy Thompson, Natural Resources Supervisor, Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney

10.a.6 **Property Disposition – 254 Donna Street, Weld County** 149

R2025-63 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SALE OF SURPLUS CITY-OWNED LAND IN WELD COUNTY LOCATED AT 254 DONNA STREET, FORT LUPTON, COLORADO

Waiver of reconsideration is requested to expedite closing and divest the City's responsibility to maintain the property.

Hector Reynoso, Manager of Real Property Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

10.a.7 **Tax Rebate Agreement – Vantage Data Centers** 157

R2025-64 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND VANTAGE DATA CENTERS CO21, LLC ("COMPANY")

Chad Argentar, Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

10.b **Finalizing of Ordinances**

Ordinances approved unanimously at first reading.

10.b.1 **Neglect or Derelict Code** 176

2025-46 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 62 OF THE CITY CODE RELATED TO NEGLECTED OR DERELICT BUILDINGS OR PROPERTY

Sponsor: Stephanie Hancock, Council Member

Jessica Prosser, Director, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

10.b.2 **Court Administration - Case Management Name Change to Court Services** 208

2025-47 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-137 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF ONE OF THE DEPARTMENTS THE COURT ADMINISTRATOR PROVIDES MANAGEMENT, ORGANIZATION AND FINANCIAL CONTROL OF FROM CASE MANAGEMENT TO COURT SERVICES

Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

11.a **Unified Development Ordinance (UDO) Text Amendment for Multifamily Parking in Applicable Transit Service Areas** 229

2025-49 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.6.2, 146-4.6.3, AND 146-4.6.4 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO PARKING REQUIREMENTS

Sarah Wile, Senior Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

11.b **Unified Development Ordinance (UDO) Text Amendment for Accessory Dwelling Units** 267

2025-50 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-3.2, 146-3.3.6.G, 146-5.4.4, AND 146-6.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO ACCESSORY DWELLING UNITS

Jeremiah Fettig, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney

12. INTRODUCTION OF ORDINANCES

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

14. ANNEXATIONS

14.a First Creek Pond Annexation 315

2025-48 FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (FIRST CREEK POND ANNEXATION) 56.508 ACRES

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

14.b Sandy Point Annexation Substantial Compliance 326

R2025-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (SANDY POINT ANNEXATION) 242.154 ACRES

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings 378

Peter Schulte, City Attorney

17. REPORTS

17.a Mayor

17.b Council

18. ADJOURNMENT

MINUTES

Regular Meeting of the Aurora City Council

Monday, May 19, 2025

COUNCIL MEMBERS PRESENT:	Mayor Coffman Françoise Bergan Alison Coombs Stephanie Hancock Danielle Jurinsky	Amsalu Kassaw Ruben Medina Crystal Murillo Steve Sundberg
COUNCIL MEMBERS ABSENT:	Curtis Gardner	Angela Lawson

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1. CALL TO ORDER

Mayor Coffman reconvened the regular meeting of the City Council at 6:45 p.m.

2. ROLL CALL

3. INVOCATION/MOMENT OF SILENCE

Mayor Coffman led in prayer for the May 19, 2025 meeting.

4. PLEDGE OF ALLEGIANCE

(All Standing)

Mayor Coffman read a land acknowledgement.

5. EXECUTIVE SESSION UPDATE

Mayor Coffman provided an update on the Executive Session stating disposition of real property and litigation were discussed.

6. APPROVAL OF MINUTES

6.a May 5, 2025 Meeting Minutes

Moved by: Steve Sundberg

Second by: Françoise Bergan

CM Murillo voiced that she and CM Coombs were not allowed to finish speaking, ask questions, or have debate at the last meeting pertaining to the conversation on the resolution that was trying to disallow council members from speaking at the Capitol. She highlighted that at the end of the meeting, City Attorney Schulte affirmed they can state they are council members as long as they are representing themselves

individually and not on behalf of the Full Council and that would not be censurable.

Does Council wish to approve the minutes of the May 5, 2025 meeting?

Voting Aye: (9): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

7. PROCLAMATIONS OR CEREMONIES

8. ADOPTION OF THE AGENDA

Moved by: Françoise Bergan

Second by: Amsalu Kassaw

Does Council wish to adopt the agenda as presented?

Voting Aye: (9): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

9. CONSENT CALENDAR - MOTIONS

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

Moved by: Françoise Bergan

Second by: Amsalu Kassaw

Does Council wish to approve the Motions Consent Calendar as presented?

Voting Aye: (9): Mayor Coffman, Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

9.a Motions

9.b Planning Matters

9.c Appointments to Boards and Commissions

9.c.1 Consideration to Appoint One (1) Member to the Aurora Immigrant and Refugee Commission

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

9.c.2 Consideration to Appoint One (1) Member to the Historic Preservation Commission

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

9.c.3 Consideration to Appoint One (1) Member and to Reappoint Two (2) Members to the Veterans Affairs Commission

Kadee Rodriguez, City Clerk / Tim Joyce, Assistant City Attorney

10. CONSENT CALENDAR - RESOLUTIONS AND ORDINANCES

Any member of Council may request an item be removed from Consent Calendar and considered separately. Removed items are considered immediately following the adoption of the Consent Calendar.

Moved by: Françoise Bergan

Second by: Danielle Jurinsky

CM Murillo requested to pull 10.a.5.

Does Council wish to approve the Resolutions and Ordinances Consent Calendar with item 10.a.5 removed?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

10.a Resolutions

10.a.1 East Cherry Creek Valley Master Sewer Intergovernmental Agreement (IGA)

R2025-53 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE MASTER SEWER AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT

James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney

10.a.2 Kings Point Intergovernmental Agreement (IGA)

R2025-54 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA ACTING BY AND THROUGH ITS UTILITY ENTERPRISE AND

EAST CHERRY CREEK VALLEY WATER AND SANITATION DISTRICT REGARDING KINGS POINT

James DeHerrera, Manager of Planning Services, Aurora Water / Ian Best, Assistant City Attorney

10.a.3 Intergovernmental Agreement (IGA) between Aurora Fire Rescue and the State of Colorado Human Services

R2025-55 A RESOLUTION BY THE CITY COUNCIL OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO / COLORADO DEPARTMENT OF HUMAN SERVICES / VETERAN COMMUNITY LIVING CENTER AT FITZSIMONS AND THE CITY OF AURORA – AURORA FIRE RESCUE FOR THE PROVISION OF OVERSIGHT FOR FIRE AND RELATED LIFE-SAFETY SERVICES

Rodney Weber, Deputy Chief, Aurora Fire Rescue / Angela Garcia, Senior Assistant City Attorney

10.a.4 City Council Declaring Support for the Preservation of the Federal Tax Exemption of Municipal Bonds

R2025-56 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS

Sponsor: Curtis Gardner, Council Member

Jason Batchelor, City Manager / Andrea Wood, Assistant City Attorney

10.a.5 Rules of Order and Procedure: Amendment Concerning One Person at the Podium

R2025-57 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, TO AMEND THE RULES OF ORDER AND PROCEDURE FOR THE AURORA, COLORADO, CITY COUNCIL CONCERNING ONE PERSON AT THE PODIUM

Sponsor: Françoise Bergan, Council Member

Jason Batchelor, City Manager / George Koumantakis, Deputy City Attorney

CM Bergan explained this is on the agenda again because after a conversation with the City Attorney they decided the best interest as a council is to remove the physical disabilities that were discussed at the last meeting, as ADA compliance is in the whereas clause. She noted that when they do amendments on the fly, it gets difficult, and asked her colleagues if they have an amendment in the future, to get

it to the sponsor ahead of time if they can, so they can review it in writing to try to avoid some confusion.

P. Schulte added that after the last meeting, there was discussion on the different types of ADA combinations that could take place, and the reason the original version had the same language is because they are not going to violate the ADA, but it was impossible to get all variations in the actual rule itself.

Moved by: Françoise Bergan

Second by: Stephanie Hancock

CM Coombs asked why it is not possible to include it into the rules, as her understanding is that recitals are more about declaring legislative intent and values. She said they will always provide the appropriate accommodation, so why would they not put that in the rules.

P. Schulte responded that they will always follow the law, so it would be duplicative and not necessary to put it in as stated.

CM Murillo appreciated the compromises that were made in the last meeting to include some disabilities, and said her preference was to be more broad, so she was happy to see the language was amended to be clear that we have to comply with the law. She did not support limiting the amount of people at the podium, but felt this was an example of having dialogue and back and forth, and thanked the sponsor for that.

Does Council wish to support the approval of Rules of Order and Procedure: Amendment Concerning One Person at the Podium?

Voting Aye: (6): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, and Steve Sundberg

Voting Nay: (2): Ruben Medina, and Crystal Murillo

Absent: (2): Curtis Gardner, and Angela Lawson

10.b Finalizing of Ordinances

Ordinances approved unanimously at first reading.

10.b.1 GERP Code Amendments Relating to Short-Term and Long-Term Disability

2025-42 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 102 AND 147 OF THE CITY CODE OF THE CITY OF AURORA PERTAINING TO UPDATES TO THE GENERAL EMPLOYEES RETIREMENT PLAN

Nancy Wishmeyer, Controller, Finance / Hanosky Hernandez, Senior Assistant City Attorney

10.b.2 Stanley 98 Street Vacation 3.0

2025-44 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, REPEALING ORDINANCE NO. 2025-15 AS A DUPLICATE OF ORDINANCE NO. 2025-13 DUE TO AN ADMINISTRATIVE ERROR AND CORRECTING SAID ERROR WITH THIS ORDINANCE VACATING A PORTION OF A 16-FOOT WIDE ALLEY RIGHT-OF-WAY, N BLOCK 104 DEDICATED BY THE PLAT OF JOHNSON-HICKAM SUBDIVISION AT RECEPTION NUMBER 480782, SITUATED IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE 6TH P.M. LOCATED NORTH OF EAST 25TH AVENUE, AND BETWEEN JAMAICA STREET AND JOLIET STREET (STANLEY 98 STREET VACATIONS)

Ariana Muca, Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney

10.b.3 Property Acquisitions - Aero 70 Project

2025-45 AN ORDINANCE AUTHORIZING THE CITY OF AURORA, COLORADO, TO EXERCISE THE POWER OF EMINENT DOMAIN FOR ACQUISITION OF CERTAIN REAL PROPERTY INTERESTS NECESSARY FOR THE AERO 70 PROJECT

Hector Reynoso, Real Property Services Manager, Public Works / Michelle Gardner, Senior Assistant City Attorney

11. PUBLIC HEARINGS

Public hearings with or without related ordinances.

12. INTRODUCTION OF ORDINANCES

12.a Neglect or Derelict Code

2025-46 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 62 OF THE CITY CODE RELATED TO NEGLECTED OR DERELICT BUILDINGS OR PROPERTY

Sponsor: Stephanie Hancock, Council Member

Jessica Prosser, Director, Housing and Community Services / Angela Garcia, Senior Assistant City Attorney

CM Hancock expressed that they made slight amendments to this after the last council meeting. She said they have come to a good comprise and are ready to move forward with approval.

The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.

Staff gave a brief presentation on the item.

Moved by: Stephanie Hancock

Second by: Danielle Jurinsky

Does the Council wish to support the approval of the Neglect and Derelict Code?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

12.b Court Administration - Case Management Name Change to Court Services

2025-47 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-137 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF ONE OF THE DEPARTMENTS THE COURT ADMINISTRATOR PROVIDES MANAGEMENT, ORGANIZATION AND FINANCIAL CONTROL OF FROM CASE MANAGEMENT TO COURT SERVICES

Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Amsalu Kassaw

Second by: Ruben Medina

Does the Council wish to support the approval of the Court Administration - Case Management Name Change to Court Services?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

13. FINALIZING OF ORDINANCES

Ordinances not approved unanimously at first reading.

13.a 2025 Spring Supplemental

2025-43 AN ORDINANCE OF THE CITY OF AURORA, COLORADO APPROPRIATING SUMS OF MONEY IN ADDITION TO THOSE APPROPRIATED IN ORDINANCE NOS. 2023-52, 2024-18, AND 2024-80 FOR THE 2024 FISCAL YEAR AND ORDINANCE NO. 2024-72 FOR THE 2025 FISCAL YEAR

Tyler Phillips, Budget Program Manager, Finance / Hanosky Hernandez, Senior Assistant City Attorney

Staff gave a brief presentation on the item.

Moved by: Steve Sundberg

Second by: Françoise Bergan

Does the Council wish to support the approval of the Spring Supplemental Ordinance?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

14. ANNEXATIONS

14.a First Creek Pond Annexation

2025-48 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO. 56.508 ACRES

Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

Mayor Coffman opened the public hearing.

Staff gave a brief presentation on the item.

Mayor Coffman closed the public hearing.

Moved by: Steve Sundberg

Second by: Stephanie Hancock

Does the Council wish to support the approval of the First Creek Pond Annexation?

Voting Aye: (8): Françoise Bergan, Alison Coombs, Stephanie Hancock, Danielle Jurinsky, Amsalu Kassaw, Ruben Medina, Crystal Murillo, and Steve Sundberg

Absent: (2): Curtis Gardner, and Angela Lawson

15. RECONSIDERATIONS AND CALL UPS

16. GENERAL BUSINESS

16.a Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings

Peter Schulte, City Attorney

Peter Schulte asked Council if there was any interest in changing the June 9th meeting from in-person to virtual. There was no discussion or action, so they will be back in-person on June 9th, with regular public comment, and the council meeting will start at 6:45 p.m.

17. REPORTS

17.a Mayor

Mayor Coffman reported he attended the New Taipei City visit last week, that was hosted by their new government and no local tax dollars were spent. He said the most valuable part was going to a medical research campus that had the same component parts we do at the CU Anschutz Medical Campus and the Fitzsimons Innovation Community, as they had a research arm and academic all in the same campus. He noted they have an easier time at clinical trials than we do and seem to be a little more advanced than us, and said it would be great to compare notes from their campus to our campus. He noted that he, CM Bergan, and CM Gardner sit on the Fitzsimons Innovation Community Board, which is a joint venture between the University of Colorado and Aurora to promote and expand bioscience research on the Anschutz Medical Campus. He added that Global Fest has moved to June 14th, 11 a.m. to 6 p.m., and will be on the great lawn between the Aurora Municipal Cetner and Aurora Central Library.

17.b Council

CM Jurinsky sent condolences to the Kilyn Lewis family, and said the legal term of what happened to him is murder, but it is found to be justified murder. She shared that she was given legal advice that to say he was murdered is not out of line and not incorrect. She added that since there are attorneys involved, she was made very clear that no one on this Council is supposed to reach out directly to the family. She asked that this be turned over to a court of law to decide justice. She attended the City's Waterwise Event, and she appreciated what the city has done to put that event on, and looks forward to seeing what becomes of it next year.

CM Kassaw attended the APD's memorial for fallen officers last week, along with CM Hancock and CM Bergan, and stated that he also went to the Mayors and Commissioners Youth Award to support young kids and attended the Berkeley Airspace Civil Air Patrol last week, which helps kids to be more disciplined.

CM Murillo wished every mom in Aurora a happy belated Mother's Day and hoped they were celebrated. She gave a reminder that her monthly town hall will be May 22nd, 6-7:30 p.m., at the MLK Library, and will be taking a break in June and July.

MPT Sundberg voiced that he attended the kickoff of Prehistoric Aurora at the History Museum, Waterwise Day, Aurora Youth Water Day, Armed Forces

Recognition Luncheon, along with CM Hancock, and the 48th Bridge opening on E-470 with CM Bergan. He stated Beck has announced it is closing, but the city will begin extensive surveying of residents to find out what they want in a Rec center, and they will also have a say in the next library in Ward 2.

CM Medina reported that he attended the Waterwise Water Conservation, Walk 'N' Roll at the Active Adult Center, and the soft opening of the Orejano Empanda shop that will open in a couple weeks.

CM Hancock mentioned that it is important to go online and do the Build Up Aurora survey, as it is their time to have a voice in what is going on in our city to make it better. She encouraged people to visit the Aurora History Museum for the dynamic dinosaur exhibit.

CM Bergan attended the 48th Avenue Interchange ribbon cutting and was one of the speakers representing E-470 and Aurora, which is a very important connection for economic development. She also attended the HBA Housing Summit, along with MPT Sundberg and CM Kassaw, and they talked about construction defect. She noted they were happy with some of the movement in the construction defect reform that was made, but did not feel optimistic that it would bring about significant change. She had a Management & Finance Policy Committee Meeting, E-470 Executive Board meeting, regular board meeting, Region 9 Opioid Meeting, Planning and Economic Development Policy Committee Meeting, and Aurora Economic Board Meeting, and attended the Police Fallen Officers Memorial and Waterwise Day. She announced that her town hall will be May 21st, 6-8 p.m., at the Tallyn's Reach Library, where they will be talking about the budget, have a Build Up Aurora presentation, and general updates.

CM Coombs had no report.

18. ADJOURNMENT

Mayor Coffman adjourned the regular meeting of City Council.

_____

MIKE COFFMAN, MAYOR

ATTEST:

_____

KADEE RODRIGUEZ, CITY CLERK

The City Charter prescribes the Mayor may vote on resolutions and ordinances only to create or break a tie vote of Council Members present. The Mayor Pro-Tem is always permitted to vote on all items.

CITY OF AURORA
Council Agenda Commentary

Item Title: Safety Streets and Roads for All (SS4A) Department of Local Affairs (DOLA) Local Match Program Application (Resolution)
Item Initiator: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works
Staff Source/Legal Source: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sponsor: Stephanie Hancock, Council Member
Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 5/15/2025

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On May 15 2025, the TAPS policy committee approved this item to move forward to Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The IIJA, also known as Bipartisan Infrastructure Law (BIL), was signed into law on November 15, 2021, and authorizes $1.2 trillion for transportation and infrastructure spending.

The IIJA established the Safety Streets and Roads for All (SS4A) competitive grant program with $5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds local initiatives through grants to prevent roadway fatalities and serious injuries. Almost $2 billion is still available for future funding rounds.

City staff plans to submit a grant application to the recently opened funding opportunity. The grant application will include "implementation" or construction funds and staff are currently working on finalizing the scope details. To prepare this grant application, City staff, with consulting help, have evaluated every intersection in Aurora to see which ones have the highest need for safety improvements. The project list is also being narrowed down based on the following criteria:

1. Safety rating and crash history
2. Proximity to the Denver Regional Council of Governments High Injury Network
3. Areas with history of resident and/or council requests
4. Proximity to schools and/or other vulnerable populations
5. Feedback from Connecting Aurora, Safety Action Plan, and Neighborhood Traffic Calming Program
6. Construction feasibility and cost

City staff plans to submit a grant application that includes about 6-15 intersection or mid-block crossing projects throughout the City. The total cost of the grant application will be around $10 million, with a 20% match requirement. The match (~$2 million) will either come from the city's budget, or from a match support program.

The General Assembly passed Senate Bill 22-215 (creating Colorado Revised Statute 24-75-232), the Infrastructure Investment and Jobs Act Cash Fund, which allocates approximately $80 million in state General Funds for local match support for state agencies and local governments for the non-federal match requirements included in the federal Infrastructure Investment and Jobs Act (IIJA.) Of this total, $60 million was appropriated for the entire bill for the fiscal year 2022-2023 year. From this bill, the Colorado Department of Local Affairs (DOLA) in collaboration with the Office of Economic Development and International Trade (OEDIT) and the Governor's Office, have created the Infrastructure Investment and Jobs Act (IIJA) Local Match grant program (LOMA) to be used for local governments to support their non-federal match requirement when they are applying directly to the federal government for an IIJA Program. In terms of funding available, $6,000,000 was available in Fiscal Year 2022-2023 and $4,000,000 was added to this program in Fiscal Year 2023-2024 to bring the total program award to $10,000,000.

City staff propose submitting the Aurora Safety Project for this funding opportunity to support matching requirements for the SS4A program. A request of $2 million in LOMA funding for grant match will help the City fund this important safety investment.

A resolution expressing City Council's support for the project is required as part of the LOMA program.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Local match will use funds previously set aside as committed for local matches. The city might not need to use these funds if the LOMA application is approved.

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A – workload will be handled by existing staff.

QUESTIONS FOR COUNCIL

Does the City Council desire to approve the resolution supporting an application to the DOLA Local Match Program for the Aurora Safety Improvement Project at the next available Regular Meeting?

LEGAL COMMENTS

The Council shall have all legislative powers of the City and all other powers of a home rule city not specifically limited by the Constitution of the State of Colorado and not specifically limited or conferred upon others by the Charter. (City Charter Section 3-9). Council shall act only by ordinance, resolution or motion. All legislative enactments must be in the form of ordinances; all other actions, except as herein provided, may be in the form of resolutions or motions. (City Charter Section 5-1.) (M. Gardner)

Study Session

May 19, 2025

- Carlie Campuzano

Safe Streets and Roads for All (SS4A) Grant Update and DOLA Match Funds

Grant Opportunity

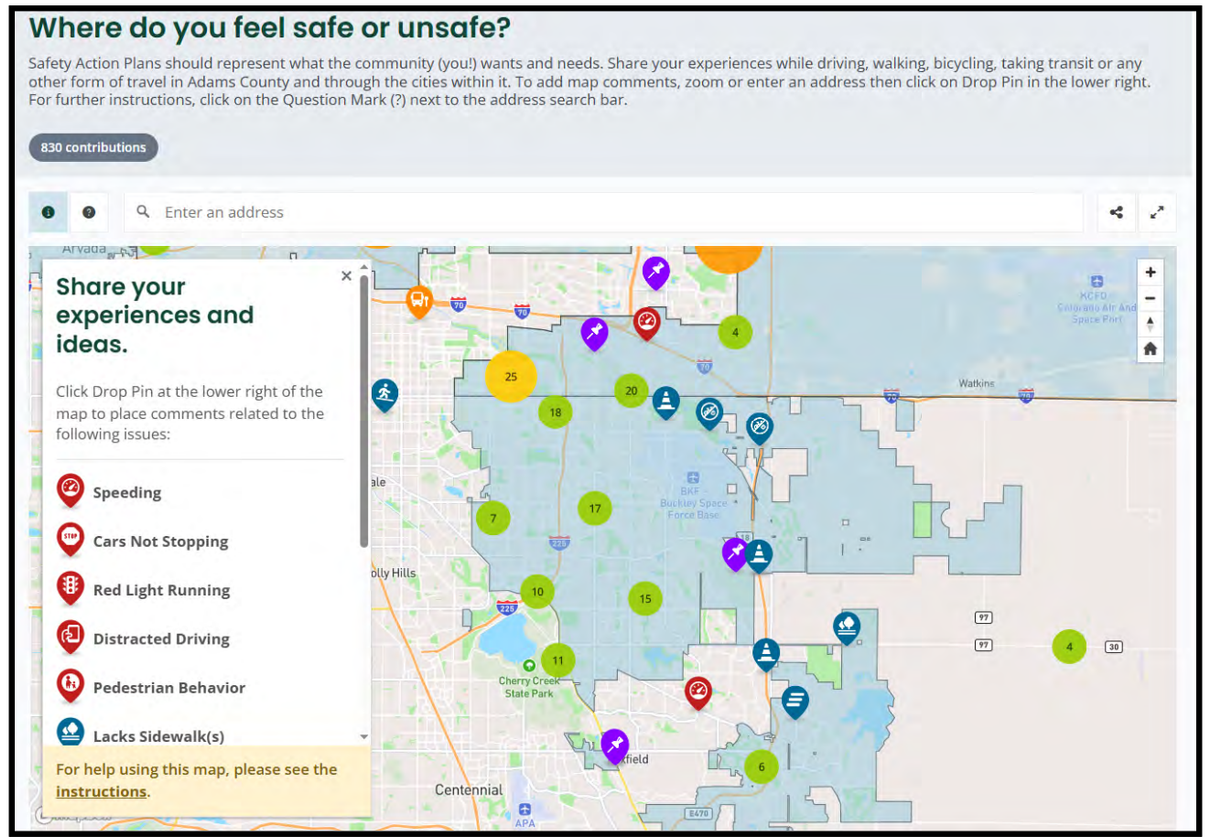
- Funding information:
  - Bipartisan Infrastructure Law established SS4A discretionary program
  - $5 billion in funds from 2022-2026
  - Can be used on Action Plan or Implementation Projects
- Goal of funding opportunity
  - To prevent death and serious injuries on roads involving all road users



U.S. Department of Transportation

2025 Aurora Safety Project Application

- The City of Aurora is currently working on a Safety Action Plan in partnership with Adams County
- Staff plan to apply for implementation (construction) funding for multiple intersection improvements
- Conducting comprehensive safety review of entire city
- Narrowing project list down by multiple criteria, and trying to distribute projects city wide



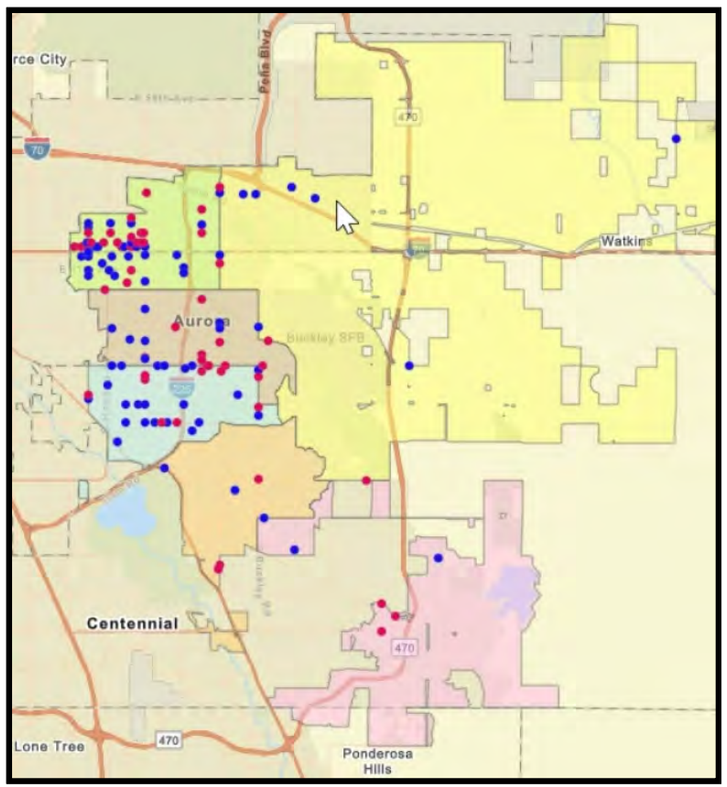
2025 Aurora Safety Project Application Details

- Filtered projects by the following:
  - Worst safety rating
  - On DRCOG's High Injury Network
  - History of resident and/or council feedback
  - History of traffic calming requests
  - Public engagement
  - Proximity to schools/vulnerable populations
  - Feasibility
    - Mature trees, utilities, right-of-way, etc.
  - Distribute throughout city

From Safety Action Plan:
Number of intersections with poor safety rating by jurisdiction

Jurisdiction	LOSS IV (Severe)
Arvada	64 (39)
Aurora	339 (361)
Brighton	79 (28)
Commerce City	63 (42)
Federal Heights	14 (10)
Northglenn	22 (11)
Unincorporated	118 (92)
Westminster	52 (47)

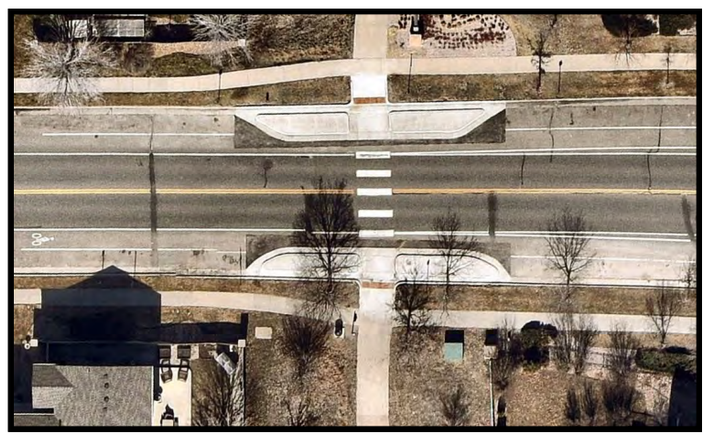
Initial Safety Filtering



Example Safety Projects

- Roundabouts
- Midblock Crossings
- Curb Extensions
- New signals/signal modifications

Wesley Dr Curb Extensions



Iliff Ave Ped Crosswalk



Conservatory Pkwy Roundabout



Cost, Scope, and Schedule

- Cost
  - $10M total cost
  - $2M match (20% required)
- Scope
  - 10+ intersection/mid-block crossing projects
  - Exact locations and projects are still being refined
- Schedule
  - Grant application is due June 25, 2025
    - As part of the application, staff will develop a project schedule.

Department of Local Affairs (DOLA) Local Match Grant Program (LOMA)

- Colorado DOLA created a Local Match Grant Program
- For local governments to support their non-federal match requirement for federal grants for an IIJA program
- Staff plan to apply for $2M in funds to cover Aurora's local match
- A resolution expressing City Council's support for the project is required to request LOMA funds

Question for the Committee

- Does the City Council wish to approve a resolution supporting an application to the DOLA Local Match Program for the Aurora Safety Improvement Project to the next available Regular Meeting?



Questions?



RESOLUTION NO. R2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPLY FOR A GRANT ADMINISTERED BY THE COLORADO DEPARTMENT OF LOCAL AFFAIRS, AND OTHER RELATED MATTERS

WHEREAS, the City of Aurora, Colorado, (the "City"), is a home rule municipality, organized and existing under and by virtue of Article XX, Section 6 of the Colorado Constitution, and under Article XX Section 6 the Colorado Constitution, the City has authority over matters of local concern; and

WHEREAS, the United States Congress passed the Investment in Infrastructure Jobs Act (the "Act") which was signed into law by President Biden on November 15, 2021, and the Act authorizes $1.2 trillion for transportation and infrastructure spending; and

WHEREAS, the Act established the Safety Streets and Roads for All ("SS4A") competitive grant program with $5 billion in appropriated funds over 5 years, 2022-2026; and

WHEREAS, the SS4A program funds local initiatives through grants to prevent roadway fatalities and serious injuries and almost $2 billion is still available for future funding rounds; and

WHEREAS the Colorado General Assembly passed Senate Bill 22-215 creating Section 24-75-232 C.R.S., and the Infrastructure Investment and Jobs Act Cash Fund, allocating approximately Eighty Million dollars ($80,000,000) in the state General Fund for local match support for state agencies and local governments for the non-federal match requirements included in the Act; and

WHEREAS, the City has become aware of the opportunity to fund local match for grant applications for projects within the City through the local match program ("Local Match Program") authorized by the Colorado Department of Local Affairs ("DOLA"); and

WHEREAS, City staff desires to submit a grant application that includes between 6 and 15 intersection or mid-block crossing projects throughout the City (the "Aurora Safety Project") for this funding opportunity to support matching requirements for the SS4A program, and to request Two Million dollars ($2,000,000) in LOMA funding for the grant match to help the City fund this important safety investment; and

WHEREAS, DOLA requires that the governing body express its authorization through a resolution so City staff may proceed with the application process, and that City Council would like to authorize the City Manager or designee to apply for said grant opportunity; and

WHEREAS, the Council believes that applying for the grant described herein is in the best interest of the City and the citizens of Aurora.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA.

Section 1. The Aurora City Council hereby authorizes the City Manager or designee to apply for SS4A program funds through the Local Match Program and any other associated grant or program to secure funds for related projects within the City of Aurora for which the City qualifies.

Section 2. The City Manager or designee is hereby authorized to sign the grant agreement on behalf of the City, and any and all related documents with such technical additions, deletions and variations as may be deemed necessary or appropriate by the City Attorney, and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City of Aurora, Colorado, in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

RLA
Michelle Gardner
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Arapahoe County for the Plains Lehigh and Picadilly Traffic Signal Project (Resolution)
Item Initiator: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works
Staff Source/Legal Source: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sponsor: Stephanie Hancock, Council Member
Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 4/17/2025

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On April 17, 2025, the TAPS policy committee approved this item to move forward to Study Session.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The intersection of Plains Parkway/Lehigh Avenue and Picadilly Road currently meets federal warrants for traffic signalization. This intersection is half within unincorporated Arapahoe County and half within the City of Aurora. The City and County are partnering on the traffic signal design and construction, and both agencies will pay half of the design and construction costs. The City will manage the design and construction of this project, and the City will also maintain and operate the signal once it is constructed. The project will be designed in 2025 and constructed in 2026/2027. The signal is expected to be operational by mid-2027.

The total cost for design and construction is estimated to be $1.1M. Arapahoe County will reimburse the City of Aurora for 50% of this cost (up to $550,000).

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Arapahoe County will pay the City of Aurora 50% of the design and construction costs for this project up to $550,000.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

The City will contribute $550,000 for the Project from org 49710.

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

This project will be managed by existing staff in the traffic engineering group.

QUESTIONS FOR COUNCIL

Does the City Council support moving forward the resolution for the Intergovernmental Agreement between the City of Aurora and the Board of County Commissioners of the County of Arapahoe for the Plains Pkwy/Lehigh Ave & Picadilly Rd Traffic Signal Project to the next Regular Meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

Study Session

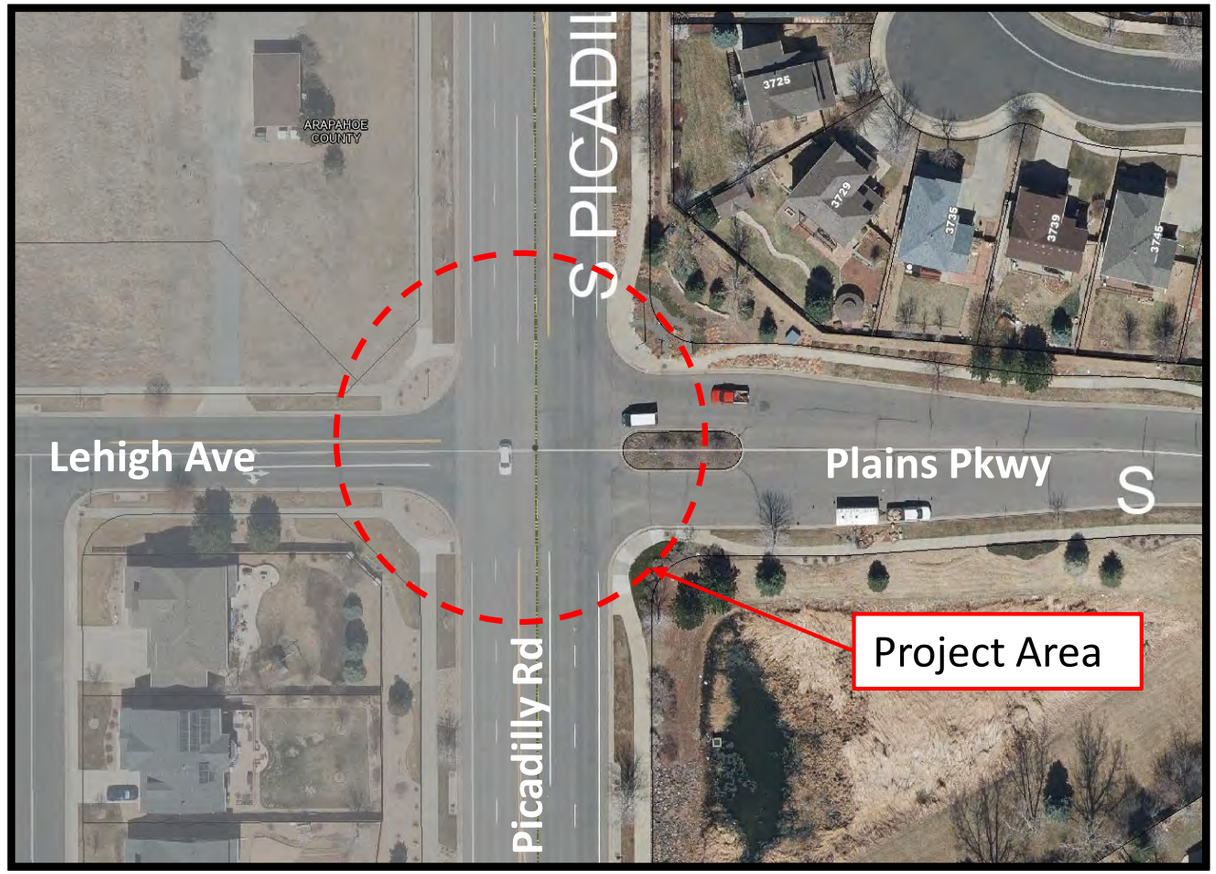
May 19, 2025

- Carlie Campuzano

IGA between the City of Aurora and Arapahoe County for the Plains Pkwy/Lehigh Ave & Picadilly Rd Traffic Signal Project

Project Location/Scope

- Design and install a new traffic signal at Plains Pkwy/Lehigh Ave & Picadilly Rd
- Scope includes ADA curb ramps
- Schedule:
  - Design in 2025
  - Construction in 2026/2027



IGA Details

- The city will manage the design and construction
- The design and construction are estimated to cost $1.1M, and the city and county will each pay 50%
- The city will operate and maintain once the traffic signal is operational

Question for the Committee

- Does the City council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the Board of County Commissioners of the County of Arapahoe for the Plains Pkwy/Lehigh Ave & Picadilly Rd Traffic Signal Project to the next available Regular Meeting?



Questions?



INTERGOVERNMENTAL AGREEMENT FOR THE PLAINS PARKWAY/LEHIGH AVENUE & PICADILLY ROAD TRAFFIC SIGNAL PROJECT (FUNDING AND REIMBURSEMENT)

This Intergovernmental Agreement for the Plains Parkway/Lehigh Avenue & Picadilly Road Traffic Signal Project (the "Agreement") is made, effective as of this _____ day of _____, 2025 (the "Effective Date") by and between the City of Aurora, Colorado ("Aurora"), and the Board of County Commissioners of the County of Arapahoe, State of Colorado ("Arapahoe County"), and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are legally empowered under their respective organizational documents and the laws of the State of Colorado to enter into this Agreement as government agencies authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq.;

WHEREAS, the intersection of Plains Parkway/Lehigh Avenue and Picadilly Road ("Intersection") is currently stop controlled along Plains Parkway and Lehigh Avenue while Picadilly Road is free flowing;

WHEREAS, Aurora, in partnership with Arapahoe County, previously conducted a traffic study that showed warrants are currently met for traffic signalization at the Intersection;

WHEREAS, the west side of the Intersection is owned by Arapahoe County and the east side of the Intersection is owned by Aurora, and the right-of-way line runs north/side in the middle of Picadilly Road;

WHEREAS, the Parties agree there is a need for the Agreement that will establish funding for the design and construction of signalized traffic control ("Project") at the Intersection, which is further illustrated on the attached Exhibit A;

WHEREAS, the Parties estimate that the Project's design costs will be one hundred fifty thousand dollars ($150,000) and construction costs will be eight hundred fifty thousand dollars ($850,000), for a total of one million dollars ($1,000,000) with an added 10% contingency, resulting in a total Project cost of one million and one hundred dollars ($1,100,000);

WHEREAS, Aurora and Arapahoe County will each pay fifty percent (50%) of the Project at the Intersection;

WHEREAS, the Parties anticipate starting design of the Project in 2025 and to solicit construction bids in 2025;

WHEREAS, Project construction is expected to begin in Spring 2026 and finish towards the end of 2026;

WHEREAS, the Project will be managed by Aurora staff in coordination with Arapahoe County;

WHEREAS, once the Project is completed, it will be owned, maintained, and operated by Aurora;

WHEREAS, the Parties have budgeted funds to perform their obligations under this Agreement; and

WHEREAS, the Parties wish to memorialize by this Agreement their mutual understanding as to how the Project will be financed and implemented as well as the responsibilities of each Party following completion of the Project.

NOW THEREFORE, as full consideration for and in furtherance of the goals and intents and purposes of this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals.

The foregoing Recitals are incorporated herein and made a part of this Agreement.

2. Aurora's Contribution.

Aurora agrees to pay 50% of the total actual costs for design and construction of the Project and will lead in the management of the Project in coordination with Arapahoe County. Upon completion of construction of the Project, the traffic signal will be owned, maintained, and operated by Aurora.

A. Design. Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, Aurora will contract with one (I) or more qualified and experienced consultants to provide preliminary and final design services for the development of the Project ("Final Design"). Arapahoe County shall be afforded the opportunity to review and comment on the design during development of the Final Design at the sixty percent (60%) and ninety percent (90%) stages of completion, and upon one hundred percent (100%) completion of the Final Design. Arapahoe County shall have fifteen (15) days from the date each incremental development design is provided to it to review and offer comments. Aurora will consider all comments and will cooperate to cure any such objections but will retain final approval authority regarding the Final Design and any changes.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, Aurora will perform or cause to be performed all work required to construct the Project and will contract with one (1) or more

qualified and experienced contractors to construct the Project in accordance with the approved Final Design, as may be modified through change orders, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations.

C. Procurement & Contract Standards. Aurora will procure the contracts for the Project in accordance with Aurora's laws and policiesregarding soliciting, selecting, contracting, and administering contracts with any consultant or contractor. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and Auora shall ensure that the Project is completed in a workmanlike manner and pursuant to Aurora's Roadway Design Construction and Specifications Manual, as amended from time to time. Aurora shall have full control over all aspects of the management, advertisement, contracting, and construction of the Project except as otherwise provided in this Agreement.

D. Project Administration; Modifications. Aurora will perform or cause to be performed all Project administration and management functions required for the Project, including awarding, letting and administration of all Project contracts.

3. Arapahoe County's Contribution.

Arapahoe County agrees to pay 50% of the Project Costs (as limited herein) and will, in good faith, assist Aurora by providing timely input and feedback in response to any issue for which Aurora seeks input. Arapahoe County agrees to reimburse Aurora for its County Contribution no later than January 31, 2026, unless otherwise specified herein.

4. Accounting of Project Costs.

A. General. As set forth above, Aurora and Arapahoe County agree to equally fund Project Costs currently estimated to be one million dollars ($1,000,000) with an added 10% contingency, resulting in an estimated total Project cost of one million one hundred thousand dollars ($1,100,000) (the "Estimated Project Costs").

B. Allocated Shares of Estimated Project Costs. The Parties understand and agree that the Estimated Project Costs allocations are expected to be as follows:

Table 1 - Estimated Project Costs

Party	**Design, Construction and 10% Contingency**
Aurora	$550,000
Arapahoe County	$550,000
Total	$1,100,000

For the avoidance, of doubt, the County Contribution to Project Costs shall not exceed the County's share of Estimated project Costs.

C. County Contribution. Arapahoe County hereby agrees to reimburse Aurora for its share of the Project Costs ("County Contribution") as follows:

(i) Unless previously paid, then within 90 days of the final acceptance of the traffic signal construction, Arapahoe County shall transfer to Aurora the County Contribution, up to and not to exceed, five hundred and fifty thousand dollars ($550,000).

(ii) The foregoing transfers may be made in any manner mutually agreed to by Aurora and Arapahoe County.

D. Use of Contribution Funds and Accounting.

(i) Aurora expressly agrees that the County Contribution shall only be used for the limited purpose of funding Project Costs. Aurora shall maintain or cause to be maintained full and complete records of actual Project Costs ("Project Accounting") incurred and funds committed and expended by Aurora for actual Project Costs in accordance with generally accepted accounting principles.

(ii) The Parties agree that all overhead and administrative costs incurred by Aurora associated with or related to and the Project may not be considered nor included in Project Costs or Estimated Project Costs

E. Project Cost Underruns.

(i) If, according to the Project Accounting, the Project Costs exceed the Estimated Project Cost, the Parties may execute an amendment to this Agreement, in the same manner approved for this Agreement, to provide for an increase to the County Contribution at that time.

(ii) In the event the Project Costs are less than the Estimated Project Cost, then upon completion of the Project, Arapahoe County will be entitled to one-half (1/2) of the difference between the total Project Costs and the Estimated Project Cost (the "Project Savings")within 30 days of final completion of the Project, Aurora shall transfer to Arapahoe County its respective share of the Project Savings, as applicable.

(iii) At all times applicable to this Agreement, Arapahoe County shall have the right to inspect the Project Accounting upon five (5) days' notice to Aurora.

5. Term of Agreement and Termination.

This Agreement shall be effective as of the Effective Date identified above and shall terminate upon final completion of construction of the Project.

6. Insurance and Immunity.

Aurora and Arapahoe County shall insure themselves separately against liability, loss and damages arising out of the operation of and performance under this Agreement. As between the Parties, and without either Party waiving any of the rights and protections provided under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., each Party will be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. The Parties reserve the right to seek reimbursement for damages from any third party responsible for any damage.

7. Assignment.

Except as may otherwise be stated herein, neither Party shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent, shall be null and void ab initio.

8. Notifications.

A. Arapahoe County Representative. Arapahoe County hereby designates Jim Katzer, Transportation Division Manager (with an email address of jkatzer@arapahoegov.com as the Arapahoe County's representative to coordinate all communication with Aurora related to this Agreement, including issues arising under this Agreement.

B. Aurora Representative. Aurora hereby designates Carlie Campuzano, Traffic Manager, Public Works Department (with an email address of ccampuza@auroragov.org) as Aurora's representative to coordinate all communication with Arapahoe County related to the Study, including issues arising under this Agreement.

9. Miscellaneous.

A. No Joint Venture. It is the intention of the Parties that each is and shall remain an independent contractor. The Parties do not intend for, and nothing contained in this Agreement shall be deemed, to create a partnership, co-tenancy, joint venture, or agency of any kind.

B. Jurisdiction/Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

C. Binding Agreement. This Agreement shall inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of Aurora and Arapahoe County, and no design consultant, contractor, subcontractor or any other person is intended to be nor shall be deemed a third-party beneficiary to or under this Agreement.

D. Entire Agreement and Amendment. This Agreement contains the entire agreement of the Parties with respect to its subject matter. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

E. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Annual Appropriations. The Parties are political subdivisions of the State of Colorado and, as such, (I) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) no consultants, contractors or subcontractors shall have lien rights against the Parties, nor against any property lying within the boundaries of the Parties in the event of nonpayment of any amount due under this Agreement.

G. Article X, Section 20/TABOR Law. The Parties understand and acknowledge that Aurora and Arapahoe County are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriations of funds beyond the current fiscal year is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law.

H. Governmental Immunity. The Parties, and their respective elected officials, directors, officials, officers, agents and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, §§24-10-101 et seq., C.R.S., as the same may be amended from time to time.

I. No Personal Liability. No elected official, director, officer, agent or employee of Aurora or Arapahoe County shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

J. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3, C.R.S.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

_____

MIKE COFFMAN, Mayor

ATTESTED TO:

_____

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO LEGAL FORM:

_____

MICHELLE GARDNER, Sr. Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF ARAPAHOE COUNTY, STATE OF COLORADO

_____

Exhibit A


S PICADILLY RD
S QUATAR
KENT DR
S QUATAR WAY
LEHIGH AVE
S PLAINS PKWY
E MANSFIELD DR
S PERTH ST

RESOLUTION NO. R2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND THE BOARD OF ARAPAHOE COUNTY COMMISSIONERS FOR THE PLAINS PKWY/LEHIGH AVE & PICADILLY ROAD TRAFFIC SIGNAL PROJECT

WHEREAS, the City of Aurora, Colorado (the "City"), and Arapahoe County ("County") are legally empowered under their respective organizational documents and the laws of the State of Colorado to enter into intergovernmental agreements as government agencies authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq.; and

WHEREAS, the intersection of Plains Parkway/Lehigh Avenue and Picadilly Road ("Intersection") is currently stop controlled along Plains Parkway and Lehigh Avenue while Picadilly Road is free flowing; and

WHEREAS, Aurora, in partnership with the County, previously conducted a traffic study that showed federal warrants are currently met for traffic signalization at the Intersection; and

WHEREAS, the Intersection is half within unincorporated Arapahoe County and half within the City of Aurora; and

WHEREAS, the City and County are partnering on the traffic signal design and construction, and both agencies will pay half of the design and construction costs for signalization of the Intersection (the "Project"); and

WHEREAS, the City will manage the design and construction of the Project, and the City will also own, maintain and operate the signal once it is constructed; and

WHEREAS, the Project will be designed in 2025 and constructed in 2026/2027 and the signal is expected to be operational by mid-2027; and

WHEREAS, the total cost for the Project is estimated to be $1,100,000 and Arapahoe County will reimburse the City for 50% of this cost (up to $550,000); and

WHEREAS, Section 10-12 of the City Charter authorizes City Council to approve, by resolution, the execution of contracts, and amendments thereto, with other governmental units for furnishing or receiving commodities or services; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interests of the City and its citizens to authorize the execution of the Intergovernmental Agreement between the City and Arapahoe County for the Plains Pkwy/Lehigh Ave & Picadilly Road Traffic Signal Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Resolution Approving the Intergovernmental Agreement between the City and Arapahoe County for the Plains Pkwy/Lehigh Ave & Picadilly Road Traffic Signal Project is hereby approved.

Section 2. The Mayor and the City Clerk are hereby authorized to execute and deliver the intergovernmental agreement on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Intergovernmental Agreement (IGA) with Colorado Department of Transportation (CDOT) for Signal Maintenance (Resolution)
Item Initiator: Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works
Staff Source/Legal Source: Carlie Campuzano, Deputy Director of Transportation & Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sponsor: Stephanie Hancock, Council Member
Carlie Campuzano, Deputy Director of Transportation and Mobility, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Transportation, Airports & Public Works

Policy Committee Date: 4/17/2025

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☒ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

On April 17, 2025, the TAPS policy committee approved this item to move forward to Study Session.

The City of Aurora has an intergovernmental agreement with the Colorado Department of Transportation (CDOT) that allows the City to maintain and operate 76 traffic signals on the state highway system. CDOT pays the City annually for this maintenance through an IGA that is renegotiated every 5 years. The previous 5-year IGA was valid from 7/1/2020 to 6/30/2025. The new IGA will start on 7/1/2025.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The proposed resolution to IGA authorizes the execution of an agreement with the State of Colorado under which the City of Aurora will maintain the traffic signals on State Highways within the City's limits. Traffic signals on Havana Street, 6th Avenue, Colfax Avenue, Parker Road and the ramps from I-225 and I-70 are included, for a total of 76 locations. The City also maintains pavement markings at these intersections, such as crosswalks. CDOT will compensate the City $305,520 for the 2025 fiscal year, with cost increases of 2% per year for each of the remaining 4 years, for a total 5-year cost of $1,589,938.34. This is a multi-year contract with a 5-year term.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

CDOT will pay the City each year for traffic signal maintenance.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the City Council support moving forward the resolution for the Intergovernmental Agreement between the the City of Aurora and the Colorado Department of Transportation for the Traffic Signals, Intersection Markings, and Traffic Control Devices Maintenance to the next Regular Meeting?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve. (Colo. Rev. Stat. Section 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements with other governmental units or special districts for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter Section 10-12). (M. Gardner)

Study Session

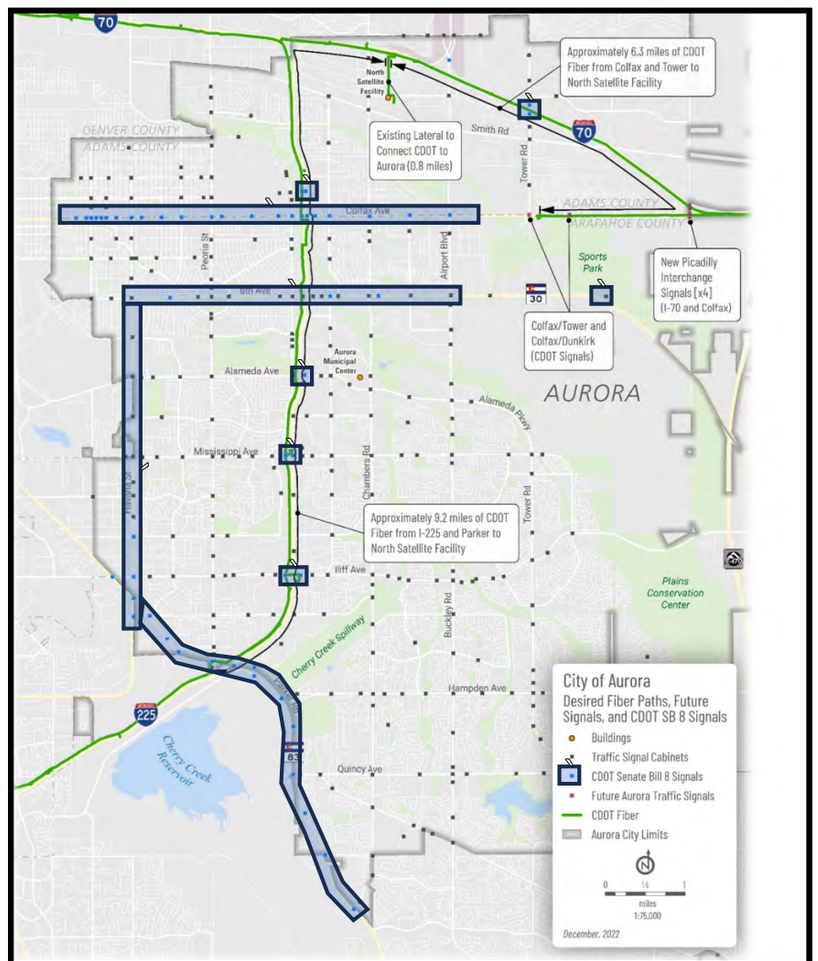
May 5, 2025

- Carlie Campuzano

IGA between the City of Aurora and CDOT for Traffic Signal, Intersection Marking, and Traffic Control Device Maintenance

Project Location/Scope

- The City of Aurora maintains and operates about 400 traffic signals
- This IGA allows the city to maintain and operate 76 of CDOT's signals on the state highway system
- CDOT provides annual funding for this maintenance
- This IGA has a 5-year term and is re-negotiated at the end of the term



IGA Details

- The previous IGA term was 7/1/2020-6/30/2025
- The new IGA term has the same scope, but the maintenance fee was increased by 12%
- This is a summary of the rate/cost schedule:
  - 2026: $305,520.00
  - 2027: 311,630.40
  - 2028: $317,863.40
  - 2029: $324,220.27
  - 2030: $330,704.67
  - **Total: $1,589,938.34**

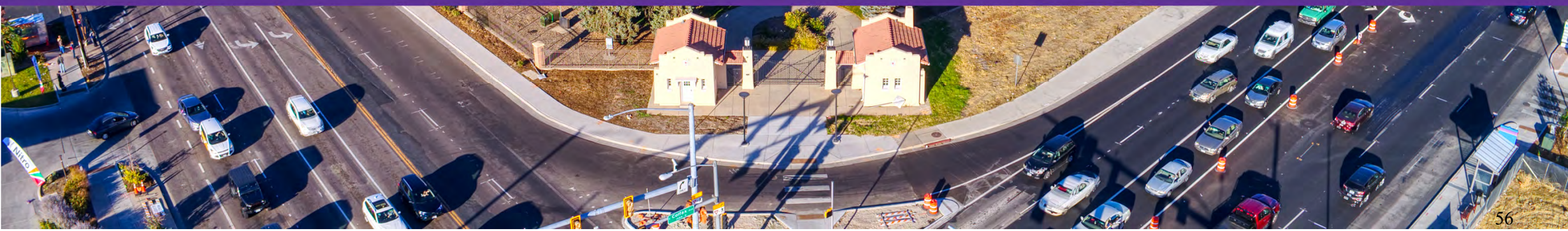
J

Question for the Committee

- Does the City Council support moving forward the Resolution for the Intergovernmental Agreement between the City of Aurora and the Colorado Department of Transportation for the Traffic Signals, Intersection Markings, and Traffic Control Device Maintenance to the next Regular Meeting?



Questions?



(State $Traffic Mtce) **Rev 10/03**
CITY OF AURORA **Region: (DMM)**

CONTRACT

THIS AGREEMENT is entered into by and between the CITY OF AURORA (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: $1,589,938.34.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit E** (PII Certification)
7. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2025, whichever is later. The term of this contract **ends on June 30, 2030**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized

representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.

C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.

D. The Local Agency will provide maintenance services as described in **Exhibit A**, for **a cumulative five-year total maximum amount of $1,589,938.34.** The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.

E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.

F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.

B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C.**

D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.

E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later,

or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

   Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

   If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region , 2829 W Howard Pl. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region and the Local Agency. All communication, notices, and correspondence shall be addressed to the

individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State
CDOT Region: R1
Christopher Vokurka
Project Manager
2829 W Howard Pl
Denver, CO 80204
303-512-4058

If to the Local Agency
City of Aurora
Carlie Campuzano
Deputy Director of Transportation and Mobility
15151 E Alameda Pkwy
Aurora, CO 80012
303-739-3709

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

Section 16. Survival of contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.

b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. SubLocal Agencys

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subLocal Agency. The State understands that the

Local Agency may intend to perform some or all of the services required under this contract through a subLocal Agency. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation**

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. **PROHIBITED TERMS.**

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term

included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

LOCAL AGENCY CITY OF AURORA _____ Mike Coffman, Mayor Date: _____	**STATE OF COLORADO** **Jared S. Polis** **Department of Transportation** By_____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date:_____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF AURORA Attest:_____ Kadee Rodriguez, City Clerk Date: _____ Approved as to Form:_____ Michelle Gardner, Sr. Assistant City Attorney Date: _____	**STATE OF COLORADO** **LEGAL REVIEW** **Philip J. Weiser, Attorney General** By_____ Signature – Assistant Attorney General Date:_____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State agreements. This agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

EXHIBIT A – SCOPE OF WORK

City of Aurora
Traffic Signals, Intersection Markings, and Traffic Control Devices
Maintenance Scope of Work

I. General

The City shall operate and maintain, as identified in this Exhibit A, the traffic signals, all crosswalk markings, stop bar markings, and traffic control devices within the intersection footprint under the responsibility of the State and in accordance with CRS 43-2-135.

1. Operation and maintenance of identified infrastructure will include items and activities as listed under Section IV and Section V below.
2. CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract. CDOT shall notify the City of the date and locations of inspections along with any findings in a timely manner.

II. Documentation and Record-Keeping

In accordance with Section IV of this contract, all maintenance, operations, and inspections as required by this contract shall be documented and submitted by the City on or before April 10th annually to CDOT. All inspections shall occur in the corresponding CDOT fiscal year. City shall use the required CDOT form or method agreed upon between the City and CDOT for inspection documentation. CDOT reserves the right to perform supplemental inspections to verify compliance with Section IV and of this contract, and any defects reported to the City as part of said inspections shall be addressed in a manner consistent with City identified defects.

III. Control of Work in the ROW

All work as required by this contract shall meet all current CDOT and/or local requirements, standard, laws, guidelines whichever is more stringent as agreed upon between the City and CDOT in this contract for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices, other than routine maintenance or upgrades to current standards, affected by this contract, or new installations of traffic control devices, shall provide adequate notification

via email, (4 weeks minimum) of the changes or additions to the other agency to allow analysis, review, and approval. The CDOT Traffic Engineer shall have final approval.

CDOT and the City shall be given a minimum three-day (3-day) advance notice of scheduled work related to this contract that may affect the traveled way of the highways. CDOT may request copies of traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

The city is responsible for all traffic control for all work related to this IGA. All planned maintenance and inspection work requiring lane closure shall follow the latest regional lane closure strategy.

IV. Traffic Signals

A. Location Listing

The following list of signalized intersections are to be maintained by the City.

Table 4-A

	Highway	Location	At Milepost
1	030A	Yale Avenue	MP3.6
2	030A	Parker Road (SH 83)	
3	030A	Iliff Avenue	MP4.28
4	030A	Jewell Avenue	MP4.78
5	030A	Mexico Avenue	MP5.04
6	030A	Florida Avenue	MP5.29
7	030A	Idaho Place	MP5.47
8	030A	Mississippi Avenue	MP5.79
9	030A	Exposition Avenue	MP6.21
10	030A	Alameda Avenue	MP6.72
11	030A	1st Avenue	MP7.32

12	030A	6th Avenue	MP7.78
13	030A	Moline Street	MP8.33
14	030A	West Del Mar Circle	MP8.69
15	030A	Peoria Street	MP8.86
16	030A	East Del Mar Circle	MP9.08
17	030A	Vaughn Street	MP9.73
18	030A	Potomac Street	MP9.89
19	030A-6th Ave	I-225 West (Southbound)	MP9.9
20	030A-6th Ave	I-225 East (Northbound)	MP10.0
21	030A	Billings Street	MP10.1
22	030A	Sable Boulevard (west)/Dillon Way	MP10.16
23	030A	Sable Boulevard (east)	MP10.26
24	030A	Chambers Road	MP10.62
25	030A	Centretech Parkway	MP10.78
26	030A	Laredo Street	MP11.09
27	030A	Airport Boulevard	MP11.57
28	030A	Telluride Street	MP12.2
29	030A	Stephen D. Hogan Parkway	MP13.5
30	040C	Chester Street	MP303.92
31	040C	Dallas Street	MP304.03
32	040C	Dayton Street	MP304.11
33	040C	Emporia Street	MP304.18

34	040C	Elmira Street	MP304.23
35	040C	Florence Street	MP304.31
36	040C	Galena Street	MP304.42
37	040C	Havana Street	MP304.61
38	040C	Ironton Street	MP304.73
39	040C	Kingston Street	MP304.98
40	040C	Moline Street	MP305.23
41	040C	Peoria Street	MP305.61
42	040C	Quentin Street	MP305.71
43	040C	Ursula Street	MP305.94
44	040C	Wheeling Street	MP306.05
45	040C	Potomac Street	MP306.19
46	040C	I-225 West (Southbound Ramp)	MP306.23
47	040C	I-225 East (Northbound Ramp)	MP306.34
48	040C	RTD Bus Facility	MP306.45
49	040C	Sable Boulevard	MP306.66
50	040C	Chambers Street	MP307.13
51	040C	Laredo Street	MP308.07
52	040C	Airport Boulevard	MP308.57
53	070A	Airport Boulevard North (Westbound Ramp)	MP284.5

54	070A	Tower Road North (Westbound Ramp)	MP285.69
55	070A	Tower Road South (Eastbound Ramp)	MP285.7
56	083A	Chambers	MP66.92
57	083A	Belleview Avenue (including the flashing beacon on Parker Rd north of Belleview)	MP67.7
58	083A	Temple Drive	MP68.29
59	083A	Quincy Avenue	MP68.79
60	083A	Lehigh Avenue	MP69.39
61	083A	Hampden Avenue	MP69.73
62	083A	Vaughn Way (East Ramp)	MP70.24
63	083A	Vaughn Way (West Ramp)	MP70.25
64	083A	I-225 East (Northbound Ramp)	MP70.50
65	083A	Peoria Street	MP70.78
66	083A	Dartmouth Avenue	MP71.23
67	083A	Bethany Drive	MP71.45
68	083A	Yale Avenue	MP71.81
69	083A	Iliff Avenue	MP72.49
70	225A	Mississippi Avenue West (Southbound Ramp)	MP6.88

71	225A	Mississippi Avenue East (Northbound Ramp)	MP6.89
72	225A	Iliff Avenue West (Southbound Ramp)	MP5.37
73	225A	Iliff Avenue East (Northbound Ramp)	MP5.36
74	225A	Alameda Avenue Ramps	MP8.01
75	225A	17th Place West (Southbound Ramp)	MP10.2
76	225A	17th Place East (Northbound Ramp)	MP10.21

The City and CDOT are currently working on a fiber leasing IGA. CDOT and the City agree that once a task order is executed, maintenance for CDOT signals described in this Exhibit A that are connected to CDOT fiber will be reduced. Maintenance costs described herein for signals connected by fiber will be reduced by 25% for each pair of fiber strands dedicated to the City.

B. Periodic Preventative Maintenance Checks

The City is responsible for all routine maintenance, periodic inspection and/or testing, and replacement of all non-structural components which includes, but is not limited to, cabinet components, controllers, wiring, signal indications, detection equipment, pedestrian push buttons, pole mounted signs, software, licenses, firmware, and communication devices to keep the signal operational as described herein. The City shall be responsible for all required training as may be required for operation of all associated equipment.

1) The City shall maintain the traffic signals and associated pavement markings within the footprint of the intersection, including stop bars and crosswalks, at the intersection locations listed above.
2) Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City as provided in this Exhibit A.
3) Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
4) Any critical defects in the items listed above found at these intersections shall be remedied by the City within 24 hours. Any defects, whether critical or non-critical and

remediation thereof shall be documented and kept on file at the City with copies provided to CDOT.

The City should adhere to the following requirements regarding certifications:

1) Work inside the traffic signal cabinet – Minimum IMSA Level II certification is required or a minimum of 4 years' experience in traffic signalization.
2) Work external to the traffic signal cabinet – Minimum IMSA Level I Traffic Signal Field Technician/Electrician, or Traffic Signal Bench Technician/Signal Technician is required or a minimum of 2 years' experience in traffic signalization.

The City shall maintain the associated stop lines and crosswalks at each signal listed in Table 4-A. The cost for these markings is included in the cost of maintaining the signals and will not be accounted for separately.

The City shall perform inspections of each signal intersection, in all directions, and submit documentation to CDOT annually by April 10th for each year of this contract. Inspection shall include the following items shall be inspected and/or tested on every signal under this contract at least annually:

a. Conflict Monitor is tested and operating correctly
b. Each signal head is in good condition and the backplate is attached and in good condition
c. Each signal lens is operating and visible
d. Detection is working and is detecting vehicles, motorcycles, bicycles, and pedestrians – applicable
e. Structure is in good conditions – free from cracks and rust
f. Visible portions of the caissons are free from cracks
g. Signal Timing is operating as programmed
h. Controller and Cabinet are clean and in good repair
i. Communication to signal is connected and operating – where applicable
j. Backup power is tested for proper operation – where applicable
k. All luminaries attached to the signal are operating – where applicable
l. Existing crosswalks and stop bars are in good condition
m. Other Existing markings at or approaching each intersection installed by or at the request of the City are in good condition

Any critical defects found by the City in the signal inspection shall be remedied within 24 hours and non-critical defects shall be remedied within 30 days of discovery. If the signal is not remedied within 30 working days of discovery, then the City shall incur a price reduction to the monthly compensation of (intersection monthly rate) $335/month until such time that the City provides CDOT written documentation and photo of the defective device being remedied. This price reduction may increase by 2% each year of the 5-year contract if the City does not remedy the defective device.

CDOT will perform structural inspection of overhead signal structural elements and their supports on a cycle established by the Staff Bridge Branch Ancillary Structures Inspection Program.

CDOT will be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement of CDOT standard structures. The City shall be responsible for remediation of structural defects requiring foundation, pole, or mast arm replacement of City standard structures as well as remediation of structural defects not requiring foundation, pole, or mast-arm replacement.

C. Signal Timing

Signal timing is the responsibility of the city and should be based upon current traffic volumes and updated when significant traffic volumes impact the intersection. This may include development, change of use for a property, a new school, or any other traffic generator. Timing should meet CDOT's State Highway Access Code for Progression, CRS 42-4-602, the current State adopted version of the Manual on Uniform Traffic Control Devices, and CDOT and industry practices for performance. City shall provide CDOT the traffic signal timing upon request.

D. Emergency Maintenance and Repair

The City shall be responsible for emergency response, emergency signal operation, and repair/replace of damage to all non-structural equipment, If an unforeseen event (lighting strike, extreme power surge, vehicle crash, etc.) destroys any part of the signal pole, mast arm or cabinet and renders the signal and its components damaged beyond repair, the City shall contact CDOT immediately. The city shall partner with CDOT to get the damaged signal components replaced and the signal fully operational as quickly as possible.

The City shall provide an estimated quote (within 48 hours of the incident) using the CDOT provided form, or method agreed upon between the City and CDOT, to CDOT for the repair. CDOT shall respond to the quote (NTP, additional information needed) for the cost of the repair or replacement of the damaged of the damaged non-structural equipment.

All invoices shall be submitted to CDOT within 60 calendar days of completed construction or determination of no insurance claim or other reimbursement to receive payment. Failure to comply with this procedure may result in the city funding the repair entirely.

The city shall respond to traffic signal failures and malfunctions within the following timelines:

a. Signal power outage – immediate response and appropriate emergency operations, repair as soon as possible.
b. Malfunctioning signal – immediate response and interim operation repair as soon as practical.
c. Protected phases and red head outage – immediate repair, if redundant indication is not present and operating.
d. Pedestrian heads – repair within two days.
e. Permitted phase and non-red head outage – repair within three days.

E. Signal Modifications

The city shall be responsible for the maintenance of any signals that are reconstructed, modified, or improved by the city pursuant to a city project.

The State shall be solely responsible for the cost of any reconstruction, modification, or improvement to a signal initiated by the State or performed because of a State project.

If there are new signal installations on any state highway within City limits as part of this Contract, they shall be reviewed and approved by CDOT and shall meet all applicable CDOT and City standards and guidelines. CDOT, at its discretion, may incorporate the City standards for color and specialized equipment at the City's expense to maintain, but is not obligated to these additions. A determination of who will provide labor, material, and equipment for installation will be made on a case-by-case basis between the aforementioned contract representatives. Should the representatives not agree, the CDOT Region 1 Traffic Engineer shall have final authority.

Additional signals or changes needed as a result of development, traffic volume growth, crash activity, or other safety or operational analysis or concerns along with any upgraded of the signals or its systems due to new technologies shall be submitted to CDOT via the State Highway Access Permit process. The CDOT Region 1 Traffic Engineer shall have the final authority.

F. Intersection Marking

All existing pavement markings within the highway intersection footprint and the road shall be maintained by the City. This includes, but is not limited to, crosswalks, stop bars, guidance lines, and any markings or pavement stencils associated with approaches of City owned roadways. Any markings installed by, or at the request of, the City on CDOT facilities approaching the highway shall be also maintained by the City. The Division of maintenance responsibilities of a typical intersection pavement markings are shown in Figure 1. Should the city not have markings shown, maintenance of the city's typical intersection markings shall be required.

The city shall maintain the associated stop lines and crosswalks at each signal listed in Section 4A. The cost for these markings is included in the cost of maintaining the signal and will not be accounted for separately.

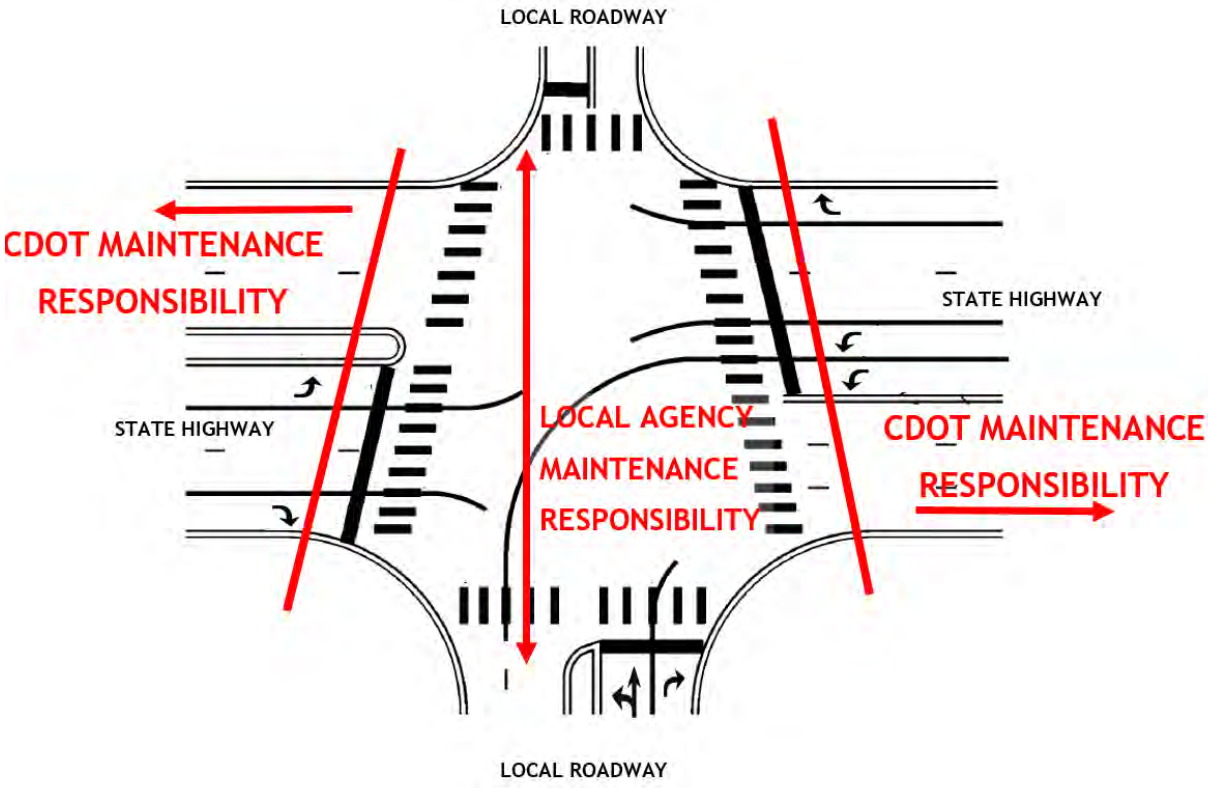


Figure 1 – Typical Division of Pavement Marking Maintenance Responsibility

Rate/Cost Schedule:

$335.00 per signal per month (2025)
X 76 Signals = $25,460.00 Monthly Total (2025)
$25,460.00 Monthly Total
X 12 Months = $305,520 Annual Total (2025)
$305,520 Annual Total for 2025

Adjusting 2% each year results in the following costs per year:
2025: $305,520.00
2026: $311,630.40
2027: $317,863.00
2028: $324,220.27
2029: $330,704.67

Total: $1,589,938.34

EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY ORDINANCE or RESOLUTION

(if applicable)

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date:	State Fiscal Year:	Option Letter No.	Routing #

Vendor name:

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by $ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to $amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to $amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to $amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is $insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:
JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.	Routing #:
		Orig. IGA:	PO:

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS**: In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation**,** and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year **.**

   The amount to be encumbered by this Encumbrance Letter is $amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is $Insert New $ Amt.

3) **EFFECTIVE DATE**. The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO
Jared S. Polis, GOVERNOR
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

RESOLUTION NO. R2025- ____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF AURORA AND COLORADO DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNALS, INTERSECTION MARKING, AND TRAFFIC CONTROL DEVICE MAINTENANCE

WHEREAS, the City of Aurora, Colorado (the "City"), and the State of Colorado Department of Transportation ("CDOT"), collectively "the Parties", as government agencies, are authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City has an existing intergovernmental agreement with CDOT that allows the City to maintain and operate 76 traffic signals on the state highway system ("IGA"); and

WHEREAS, CDOT pays the City annually for this maintenance through the IGA that is renegotiated every 5 years; and

WHEREAS, the previous 5-year IGA was valid from July 1, 2020 through June 30, 2025 and the new IGA will begin July 1, 2025 and continue through June 30, 2030; and

WHEREAS, the City will maintain the traffic signals on State highways within the City's limits at 76 locations, including traffic signals on Havana Street, 6th Avenue, Colfax Avenue, Parker Road and the ramps from I-225 and I-70; and

WHEREAS, the City also maintains pavement markings at these intersections, such as crosswalks, and CDOT will compensate the City $305,520 for the 2025 fiscal year with cost increases of 2% per year for each of the remaining 4 years, for a total 5-year cost of $1,589,938.34; and

WHEREAS, Section 10-12 of the City Charter authorizes the City Council, by resolution, to enter into contracts or agreements, or amendments thereto, with other governmental units or special districts for the joint use of buildings, equipment, or facilities, and for the furnishing or receiving of services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Intergovernmental Agreement between the City of Aurora and Colorado Department of Transportation for Traffic Signals, Intersection Markings, and Traffic Control Devices Maintenance is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the intergovernmental agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, City Attorney

RLA
Michelle Gardner
_____
MICHELLE GARDNER, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Universal Preschool Program Intergovernmental Agreement (IGA) (Resolution)
Item Initiator: Wynter Stieger, Manager of Recreation Services, Parks, Recreation, and Open Space
Staff Source/Legal Source: Donna Hunt, Recreation Superintendent, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Connected and Engaged: Providing programming, learning resources, and amenities that reflect the rich history and contributions of our vibrant communities.

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Donna Hunt, Recreation Superintendent, Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☒ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Universal Preschool Program (UPK) was established in 2022 through legislative bill HB22-1295, with the aim of providing preschool education to every child in Colorado during the year preceding kindergarten. This initiative allows all four-year-old children to enroll in up to 15 hours of free preschool. Eligibility for additional hours may be determined based on a range of risk factors. The city of Aurora operates four UPK funded preschools serving local students and families.

The city of Aurora preschool program is committed to delivering high-quality early childhood education, proudly holding the highest ratings within the Colorado Shines rating system at level 5 at all preschools programs.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Do the committee members support moving the Resolution to Approve an IGA for the 2025-2026 Universal Preschool Provider Agreement forward to Study Session?

LEGAL COMMENTS

Governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units when approved by the legislative body. (C.R.S. sec. 29-1-203(1)). City Council may, by resolution, enter into intergovernmental agreements and also authorize amendments thereto with other governmental units for the joint use of buildings, equipment or facilities, and for furnishing or receiving commodities or services. (City Charter, art. X, sec. 10-12). Upon authorization by a majority vote by the members of City Council, the Mayor shall execute all intergovernmental agreements to which the City is a party. (Aurora, Colo. Code section 2-31(b)(2)). (TJoyce)



CITY OF AURORA PRESCHOOL PROGRAM
UNIVERSAL PRESCHOOL PROGRAM SUMMARY

WHAT IS UNIVERSAL PRESCHOOL?

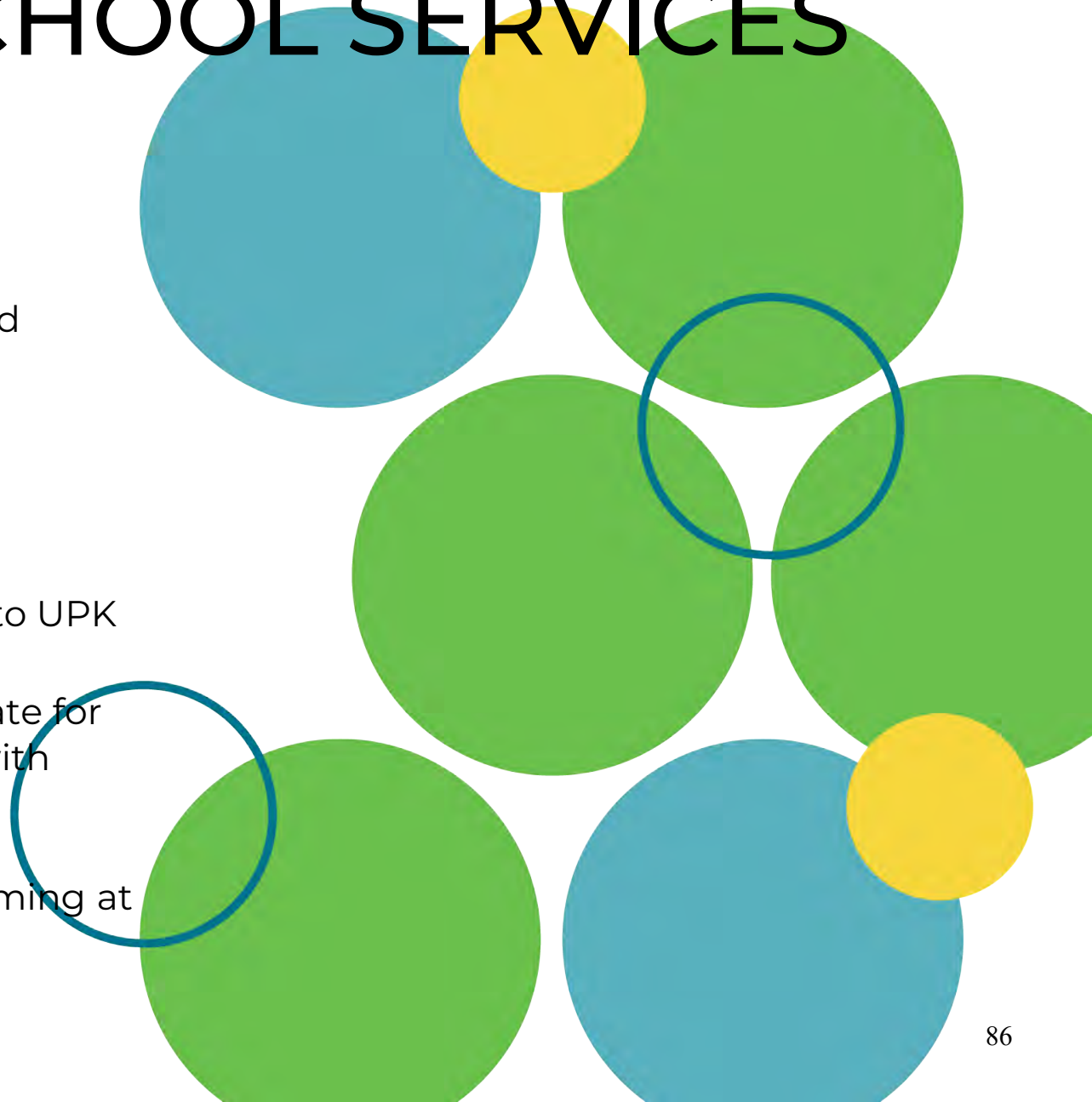


In 2022, HB22-1295 was passed which established the Colorado Universal Preschool Program (UPK) to offer voluntary, high-quality preschool to every Colorado child in the year before Kindergarten.

- Colorado Department of Early Childhood (CDEC) responsible for program
- 10, 15 or 30 hours of free preschool a week
- Mixed-delivery system
- Licensed programs
- City of Aurora Preschool Program- community-based licensed programs at four locations

HISTORY OF PRESCHOOL SERVICES

- **1972** City of Aurora Preschool Program started
- **2006** Colorado Preschool Program (CPP) started
- **2022** HB22-1295 passed
- **2023** Universal Preschool Program started
- **2023** Colorado Preschool Program absorbed into UPK
- **2024** City of Aurora worked directly with the state for placements and funding prior years partnered with Aurora Public Schools.
- **2025** City of Aurora will continue UPK programming at four preschool locations closing Beck Preschool.



2024-2025 PRESCHOOLS



- Services provided for approximately 250 preschoolers during the school year and 200 in the summer programs
- Free preschool services for 173 students during school year.
- 2025 Revenue Budget $948,100
- 2025 Expose Budget $1,266,600
- All five locations maintain a Level 5 with Colorado Shines – highest quality rating

2025-2026 PRESCHOOL PROPOSAL



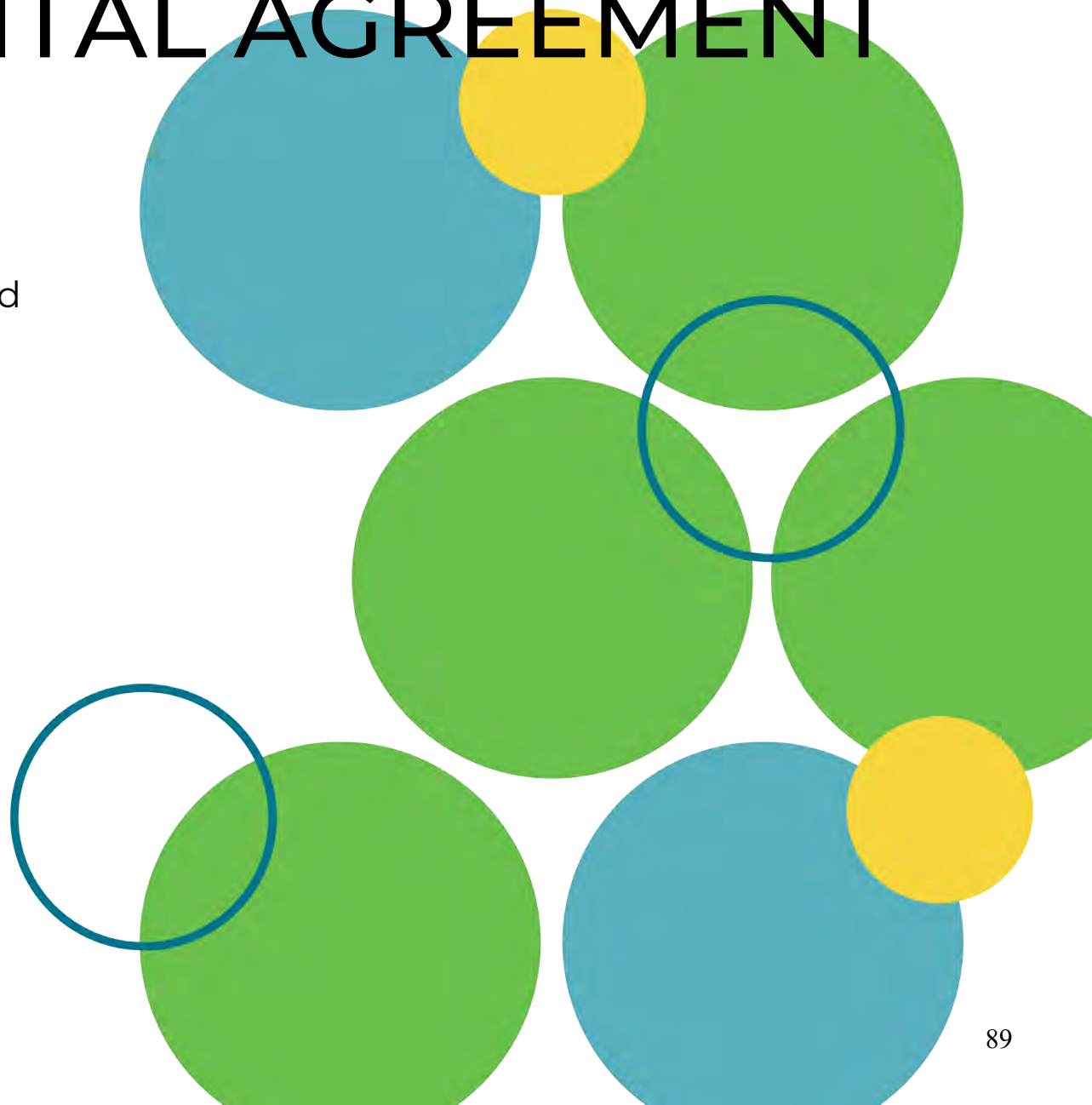
- **Offering 170 UPK slots, 48 tuition slots**
- Four locations for services
- Mix of 10, 15 and 30 hour a week options
- Slot allocations are fluid to optimize enrollment and community needs

INTERGOVERNMENTAL AGREEMENT

- UPK agreement is designated as an Intergovernmental Agreement between the city and the State of Colorado acting by and through the Department of Early Childhood.

- Questions

- Does the Policy Committee approve to move agreement forward to next available Council Study Session?



RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, ACTING BY AND THROUGH ITS RECREATION DIVISION IN THE PARKS, RECREATION AND OPEN SPACE DEPARTMENT, AND THE STATE OF COLORADO FUNDING THE UNIVERSAL PRESCHOOL COLORADO PROGRAM

WHEREAS, City Council of the City of Aurora, Colorado ("City") may, by resolution, enter into contracts or agreements with other governmental entities for the furnishing or receiving commodities or services; and

WHEREAS, in 2022, the Colorado Legislature passed HB22-1295, that established the Universal Preschool Colorado Program that offers voluntary, high-quality universal preschool to every child in the years before kindergarten; and

WHEREAS, the Universal Preschool Colorado Program launched in the fall of 2023 and is operated by the State of Colorado ("State") acting by and through the Department of Early Childhood; and

WHEREAS, the City's Recreation Division in the Park, Recreation and Open Space Department is a licensed provider in the Universal Preschool Colorado Program and provides preschool activities for each eligible child in the Colorado Preschool Program, set forth in C.R.S. §§ 26.5-4-201 through 26.5-4-211, during the 2025-2026 school year, according to the attached Intergovernmental Agreement between the City and the State; and

WHEREAS, the Parties desire to enter into the Universal Preschool Colorado Program Service Intergovernmental Agreement for the City to provide each eligible child with preschool programming through the Universal Preschool Colorado Program during the 2025-2026 school year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. City Council approves entering into an Intergovernmental Agreement between the City of Aurora, Colorado, acting by and through its Recreation Division in the Parks, Recreation and Open Space Department, and the State of Colorado, acting by and through the Department of Early Childhood for the Universal Preschool Colorado Program financed and governed by the Colorado Department of Early Childhood in a form not inconsistent with this resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:_____
TIM JOYCE, Assistant City Attorney

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Cover Page

State Agency
Colorado Department of Early Childhood

Contractor
City of Aurora, Colorado by and through its Recreation Division

Contract Number
500000000

Contract Performance Beginning Date
The later of the Effective Date or July 1, 2025

Initial Contract Expiration Date
June 30, 2026

License Number(s)
82880, 82881, 82882, 82885, 100573

Contract Authority
C.R.S. § 26.5-4-204

Maximum Amount
As determined by CRS 26.5-4-208(1), 8 CCR 1404-1 4.108.B, 1404-1 4.108.F, & 4.108.H

Contract Purpose
To become a Pre-School Provider in the Colorado Universal Preschool Program

Exhibits and Order of Precedence
The following Exhibits and attachments are included with this Contract:

1. Exhibit A – Colorado Universal Preschool Terms and Conditions
2. Exhibit B – PII Certification
3. Exhibit C – Reporting Templates

In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Contract.
2. The provisions of the other sections of the main body of this Contract.
3. Exhibit A – Colorado Universal Preschool Terms and Conditions
4. Exhibit B, PII Certification.

Principal Representative	
For the State:	For the Contractor:
Dawn Odean, Director of Colorado Universal Preschool Program	Mike Coffman, Mayor
Colorado Department of Early Childhood	City of Aurora, Colorado by and through its Recreation Division
710 South Ash Street	15151 E Alameda Pkwy, Aurora, CO 80012
Building C	
Glendale, CO 80246	
dawn.odean@state.co.us	mcoffman@auroragov.org

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT
Each person signing this Contract represents and warrants that they are duly authorized to execute this Contract and to bind the Party authorizing their signature.

CONTRACTOR
City of Aurora, Colorado by and through its Recreation Division

_____
By: Mike Coffman, Mayor

Date: _____

ATTEST: _____
Kadee Rodriguez, City Clerk

APPROVED AS TO FORM: _____
Tim Joyce, Assistant City Attorney

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Early Childhood

_____
By: Dawn Odean or Glenn Robinson – Colorado Universal Preschool Program

Date: _____

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

_____
By: By: Jeanni Stefanik or Lisa Castiglia

Effective Date: _____
In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated above by the State Controller or an authorized delegate.

TABLE OF CONTENTS

COVER PAGE 1
SIGNATURE PAGE 2
1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. DEFINITIONS 3
4. STATEMENT OF WORK 6
5. PAYMENTS TO CONTRACTOR 6
6. REPORTING - NOTIFICATION 7
7. CONTRACTOR RECORDS 8
8. CONFIDENTIAL INFORMATION-STATE RECORDS 9
9. CONFLICTS OF INTEREST 11
10. INSURANCE 11
11. BREACH OF CONTRACT 13
12. REMEDIES 13
13. DISPUTE RESOLUTION 15
14. NOTICES AND REPRESENTATIVES 16
15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 16
16. STATEWIDE CONTRACT MANAGEMENT SYSTEM 17
17. GENERAL PROVISIONS 18
18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 21
19. EXHIBIT A – COLORADO UNIVERSAL PRESCHOOL TERMS AND CONDITIONS
20. EXHIBIT B – PII CERTIFICATION
21. EXHIBIT C – REPORTING TEMPLATES

1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the "State"). Contractor and the State agree to the terms and conditions in this Contract.

2. TERM and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one (1) year at the at the rates established by 8 CCR 1404-1 rule section 4.108.H and under the same terms specified in the Contract and in Exhibit A. The total duration of this Contract, including any

automatic extensions, shall not exceed three (3) years from its Effective Date with the maximum term date of June 30, 2028.

D. Reserved.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by which shall be governed by the termination clause under **§12**.

i. Method and Content

The State shall notify Contractor of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in which shall be governed by the termination clause under **§12**.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated their authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

D. RESERVED.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.

H. **RESERVED**.

I. "**Effective Date**" means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.

K. "**Extension Term**" means the time period defined in §**2.C**.

L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 et. seq. C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent."

N. "**Initial Term**" means the time period defined in **§2.B**.

O. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

P. RESERVED.

Q. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally

identifiable information in §§24-72-501 and 24-73-101, C.R.S."PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

R. RESERVED.

S. "**Services**" means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

T. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

U. "**State Fiscal Rules**" means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

V. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

W. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

X. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

Y. **RESERVED.**

Z. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

AA. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. PAYMENTS TO CONTRACTOR

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

B. Payment Procedures

The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

i. Interest

Amounts not paid by the State within 45 days of the State's conditions set forth in Exhibit A acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing.

ii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days in accordance with the terms of this Contract and Exhibit A, following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and

accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress reports shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within ten (10) calendar days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with **§14** and in a form designated by the State, within twenty (20) calendar days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date three years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control

effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit** B on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit** B shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of their immediate family or their partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. Acknowledgement

Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any one fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§14** within seven days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to

the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

11. BREACH OF CONTRACT

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

i. RESERVED

ii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. RESERVED

17. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§17.A**, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Reserved

T. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract.

Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interest

EXHIBIT A, COLORADO UNIVERSAL PRESCHOOL PROGRAM SERVICE TERMS AND CONDITIONS

Provider agrees to provide preschool services in conjunction with the Colorado Universal Preschool Program (UPP), a program financed and governed by CDEC, during the 2025-2026 school year. Provider agrees to provide these services in compliance with the Colorado Preschool Program Act, set forth at §§ 26.5-4-201 through 26.5-4-211, C.R.S., and regulations promulgated at 8 C.C.R. 1404-1 ("Colorado Preschool Program").

Provider agrees to provide each eligible child for the Colorado Preschool Program and enrolled with the Provider's program with a minimum of 10 hours, tuition-free, high quality preschool programming for the Term of the Contract. Provider shall comply with all requirements of the Colorado Preschool Program, including, without limitation, the following:

Definitions

- "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- "Colorado Shines Quality Rating and Improvement System" means the system administered by CDEC pursuant to sections 26.5-5-101 through 26.5-5-103, C.R.S., to measure the level of preparedness of and quality of services provided by an early childhood education program to prepare children to enter elementary school.
- "Good cause" means emergency conditions or circumstances beyond the control of the party such as, but not limited to, impossibility for a party to meet a specified deadline; incapacity of the party or representative; or other situations which would prevent a reasonable person from meeting a deadline or complying with the process without modification. "Good cause" does not include: excessive workload of either the party or his/her representative; a party obtaining legal representation in an untimely manner; or any other circumstance which was foreseeable or preventable.
- "IEP" means individualized education program as that term is defined in section 22-20-103, C.R.S.
- "Preschool Program Application System" means the online application system administered and managed by CDEC and State that Providers will use to register with the Colorado Preschool Program and to match with potential eligible children.
- "Provider" references the Contractor referred to in the master contract.

Program Requirements

1. Provider must be licensed by CDEC to deliver preschool program services to eligible children. Provider shall adhere to the requirements of its license at all times. Provider is prohibited from entering a number of available 'seats' into the Colorado Preschool Program's Application System that exceeds Provider's licensed capacity.

2. Provider must have eligible children enrolled in its preschool program to qualify as a participating Provider. An eligible child is considered enrolled in the Colorado Preschool Program once that child has a 'Start Date' entered into the Colorado Preschool Program's Application System, a fully completed and submitted 'Enrollment Form' in the Application System, and the Provider has verified with reasonable due diligence that the child meets the age eligibility requirements for the requisite funding stream received from CDEC, as established under § 26.5-4-201, C.R.S. May 15th of the current school year is the final date a child may be entered into the Colorado Preschool Program's

Application System to be considered enrolled.

3. Provider must agree to guarantee families at least the minimum number of hours defined in Rule for the rate that is provided.

4. Provider is encouraged to offer CDEC feedback on how CDEC and Local Coordinating Organizations (LCOs) can better support the Colorado Preschool Program.

5. Provider is required to adhere to all reporting requirements as outlined herein.

6. Provider shall utilize the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State when advertising, registering, and enrolling children and families in the Colorado Preschool Program. In advertising, registering, and enrolling children and families in the Colorado Preschool Program, Provider will direct families to the CDEC-provided Colorado Preschool Program links and websites developed and administered by the State. Provider shall refrain from utilizing their own application system in lieu of or in addition to the Colorado Preschool Program's Application System when enrolling children in the Colorado Preschool Program. This requirement does not apply to the limited three-year-old component of the Colorado Preschool Program for children without an Individualized Education Plan (IEP).

7. CDEC and Provider agree that providers in the State of Colorado who serve children with disabilities are subject to related state and federal laws. Thus, provisions of the Contract that conflict with state and federal legal requirements related to children with disabilities are inapplicable and of no force and effect against Provider.

8. Provider must adhere to insurance requirements as applicable and provide proof of insurance to CDEC within seven business days from execution of the contract.

Attendance and Reimbursement

1. Provider shall ensure that accurate enrollment and attendance records are kept for each child enrolled in Provider's program.

2. Provider agrees to post preschool tuition, enrollment, and ancillary costs on the Provider's profile in the Colorado Preschool Program's Application System prior to enrollment. These costs shall include the overall out-of-pocket cost to the family inclusive of all charges and fees (if allowable pursuant to this contract) the provider will charge for the 2025-26 school year. Provider is prohibited from charging a participating family any fee whatsoever if the child is only receiving part-time (10 hours/week), half-day (15 hours/week), or full-day (30 hours/week) services which are funded by CDEC via the Preschool Program's per-child rate. Provider is prohibited from charging a fee that is not posted on the Provider's profile in the Colorado Preschool Program's Application System for children who are receiving services that are entirely beyond and in addition to the services that the child is funded for by CDEC via the Preschool Program's per-child rate.

3. Provider shall not charge a family participating in the Colorado Preschool Program tuition or fees for services that exceed the amount that is charged to families of preschool-aged children that do not participate in the Colorado Preschool Program for the same or similar services.

4. Provider is prohibited from placing a family on a waitlist for services regardless of whether the child is receiving services that are entirely beyond and in addition to the services that the child is funded for by CDEC via the Preschool Program's per-child rate.

5. Should an eligible child cease enrollment or otherwise withdraw, Provider must notify CDEC within

ten (10) Business Days of such withdrawal through the Colorado Preschool Program's Application System, and must inform CDEC of the reason for the withdrawal. In addition to a family notifying a Provider that an eligible child has ceased enrollment or otherwise withdrawn, an eligible child is deemed to have ceased enrollment or otherwise withdrawn if they have been absent without explanation from Provider's program for fourteen (14) consecutive calendar days, or, the family attempts to enroll the child at a different Colorado Preschool Program provider via the Colorado Preschool Program's Application System.

6. Should Provider fail to notify CDEC of a child who has ceased enrollment or otherwise withdrawn as described in (5) above, then CDEC shall have cause to terminate this Contract immediately.

7. In accordance with 8 CCR 1404-1 rule section 4.109(E), Provider must comply with the requirements of section 22-33-106.1, C.R.S., regarding the limited circumstances under which Provider may suspend or expel a child enrolled in the Colorado Preschool Program.

8. CDEC will pay Provider in accordance with the adopted provider rate and in accordance with the Payment Schedule provided below.

9. Absent written permission from CDEC, Provider is prohibited from increasing the number of available seats within a licensed location by more than twenty (20) percent (%) from the start of registration, which is defined as when Provider has entered their program information and number of available seats into the Colorado Preschool Program's Application System, and Provider's profile in the Colorado Preschool Program's Application System containing said information has been published for the first time for families applying for the 2025-2026 program year. Upon receipt of a written request from Provider, CDEC shall allow Provider to increase their number of available seats by more than twenty (20) percent (%) if the increase is reasonably related to either Provider maintaining compliance with any applicable law regarding the education of children with disabilities, or is due to an increase in the licensed capacity of Provider. Approval of a request to increase the number of available seats by more than twenty (20) percent (%) within a licensed location for any other reason shall be at CDEC's sole discretion.

Reporting Requirements

Provider agrees to adhere to all deadlines and submit documents as required or requested by CDEC in order for CDEC to effectuate the Colorado Preschool Program in compliance with state and federal law. Documents, which may include, but are not limited to, attendance records, enrollment records, suspension and expulsion records, annual calendars, bell schedules, hours of operation, tuition schedules, and detailed expense reports, must be retained for verification and payment authorization, and must be provided to CDEC upon request within 5 Business Days. Provider is responsible for ensuring that all contact information related to the program, including but not limited to the Program Director, Finance Director or CFO, CEO, President, Authorized Representative, Quality Director or other leadership positions pertinent to the operations of the program, is kept up-to-date, as necessary upon changes, with CDEC in the Colorado Preschool Program Application System and via CDEC through a google form as necessary upon changes, and provide any updated contact information monthly. No updates are required in situations where no changes have occurred. CDEC, at its sole discretion, may request other documentation if required to implement the Colorado Preschool Program, which must be provided in five business days.

1. Provider agrees to submit:

i. any additional and case-by-case specific documentation required to effectuate the Payment Schedule as laid out herein;

ii. Monthly and or quarterly reports utilizing the templates attached to this Contract as **Exhibit C** regarding registration, enrollment, verification of a child's eligibility status, staff compensation, the delivery of services and expenditures

iii. The quarterly reports will be submitted by the Provider by December 31st, March 31st, June 30th. The quarterly reports shall be submitted through a system designated by CDEC.

Data Management

1. In addition to the Reporting Requirements listed above, Provider agrees to report data to CDEC via the Colorado Preschool Program's Application System, or in a secure method prescribed by CDEC, detailing Colorado Preschool Program enrollment and capacity as required by CDEC in order for CDEC to effectuate the Colorado Preschool Program in congruence with state and federal law.

2. Provider further understands that section 24-74-105(1), C.R.S., prohibits the use or disclosure of PII obtained through the Colorado Preschool Program Application System for the purposes of investigating for, participating in, cooperating with, or assisting in federal immigration enforcement.

3. Provider acknowledges that the Family Educational Rights and Privacy Act (FERPA) and other student data privacy laws may apply to student records in its possession and will follow any and all applicable student data privacy laws.

Provider Rights

If the Provider contends that CDEC or its payment vendor has not made adequate payment based on program rules for educational services provided, the procedures identified in §5 of the Contract. shall govern.

CDEC Responsibilities

1. CDEC shall, through a payment vendor, provide payments to Provider in accordance with 8 CCR 1404-1 and §5 of the Contract.

2. After receiving a complete application packet from a family that has been verified by CDEC, CDEC shall, through the Colorado Preschool Program's Application System, determine a family's eligibility for preschool services within 20 Business Days of receiving a verified and complete application packet.

3. CDEC will pay the Provider based on the information regarding the number of eligible children enrolled. CDEC will provide payment for an eligible child so long as that child has a 'Start Date' and 'Enrollment Form' entered and submitted into the Colorado Preschool Program's Application System.

4. Payments to providers will be made in accordance with the Payment Schedule provided below.

Education of Children with Disabilities and Accessibility

1. As outlined in 8 CCR 1404 rule section 4.109(F), any Provider educating a child with disabilities shall ensure compliance with:

i. The "Standards for Placement of Preschoolers with IEPs in Educational Programs (October 2023)" promulgated by the Colorado Department of Education ("CDE");

ii. Any applicable provisions of the "Individuals with Disabilities Education Act" (IDEA) found at 20 U.S.C. sections 1400 through 1491, as amended, and including its implementing regulations at 34 C.F.R. Parts 300 and 303; and

iii. the "Exceptional Children's Educational Act" (ECEA) sections 22-20-101 through 22-20-206, C.R.S., and applicable provisions of the "Rules for the Administration of the Exceptional Children's Educational Act" located in 1 CCR 301-8, including an eligible preschool provider's obligation to ensure children with disabilities are served in a manner which conforms to the training, certification, referral, identification, licensing, authorization, and dispute resolution requirements found in 1 CCR 301-8, rule section 3.02(3); and

2. Provider will also adhere to the applicable provisions set forth at section 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology pursuant to section 24-85-103(2.5), C.R.S. Provider shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines.

Payment Schedule

1. Payments for children with disabilities with an IEP will be made in arrears on a monthly basis based on enrollment. Pursuant to the obligations incurred by federal and state law related to the education of children with disabilities, CDEC will ensure that payments are made for every eligible child with an IEP. Provider will ensure that CDEC and the Administrative Unit (AU)responsible for placing a child with an IEP have timely access to any enrollment documentation necessary for the enrollment and delivery of services to any child with an IEP enrolled with Provider.

2. May 15th of the current school year is the final day that an eligible child who is not a child with disabilities with an IEP may be enrolled in and receive payment for Colorado Preschool Program services and funding;

3. For eligible children without an IEP who are in the year before kindergarten and enrolled in the universal preschool program under the Colorado Preschool Program— which provides tuition-free part-time preschool for all children—payments will be made in arrears on a monthly basis. For those children:

i. Provider will receive monthly payments, made in arrears for the previous month, from September through May with those payments consisting of the full month's rate in arrears for children enrolled and served in the previous month, and these monthly payments shall be scheduled by the 15th of each month by CDEC; unless the 15th falls on the weekend or a holiday then payments will be made on the closest business day.

ii. Provider will only receive an initial pre-payment on August 15th, if they have a demonstrated need, which is defined as a financial statement that identifies a financial balance less than the amount of Colorado Preschool Program payments estimated by CDEC for Provider to serve enrolled children in the month of August. This information must be provided to CDEC no later than July 25th to be considered for an initial pre-payment in

August via a CDEC defined process. Provider will not receive an initial pre-payment in August based on the expected enrollment absent demonstrated need. If need is demonstrated, this initial pre-payment will be based on the expected enrollment, with CDEC calculating the expected enrollment based on state demographics, Colorado Preschool Program data, previous years' enrollment, and any documentation provided by the Provider; The reconciliation payment made in May will take into account any initial pre-payment made in August, with the initial pre-payment made in August acting as a credit in the reconciliation payment process.

iii. After CDEC pays the Provider the full monthly rate in arrears for April by May 15th, CDEC will process a reconciliation payment by the end of May. This payment will cover services provided from May 1st through May 15th. CDEC will then provide a final reconciliation payment by June 15th which will be a final reconciliation to ensure Provider is paid the correct amount based on actual enrollment and delivery of services; and published rates, to ensure the Provider is paid accurately based on actual enrollment and service delivery made over the term of this Contract.

iv. In no case shall CDEC provide a payment for a child unless that child has a 'Start Date' entered into the Colorado Preschool Program's Application System, and that child has a fully completed and submitted 'Enrollment Form' in the Colorado Preschool Program's Application System;

v. The payments made in arrears will be based on those children who are in 'enrolled status' in the Colorado Preschool Program's Application System at the end of that month for which the arrears payment(s) is being made;

vii. Payment issues that arise between CDEC and Provider throughout the year will be reconciled on a periodic basis by December 31st and March 31st; and during the final reconciliation process by June 15th, with any overpayments to be returned to CDEC by June 30th.

vi. Providers may request payment for eligible children who were not timely entered into the Colorado Preschool Program's Application System only up to forty-five (45) calendar days preceding the date on which Provider enters the eligible child into the Colorado Preschool Program's Application System , and Provider shall provide proof via enrollment documentation that during that period to be eligible for payment, the eligible child did in fact receive preschool services despite not being properly enrolled with a 'start date' and fully completed and submitted 'enrollment form' in the Colorado Preschool Program's Application System. Depending on the timing of the Provider entry in the Colorado Preschool Program's Application System, CDEC may include payments through a reconciliation payment process or in a monthly payment, whichever is more timely. Any and all revisions to payment requests must be addressed through the payment vendor and approved by the Colorado Universal Preschool Program.

vii. At no time shall CDEC make payments for services rendered by the Provider, without an executed Provider agreement prior to the start of services.

4. If Provider is a recipient of funding designated for the limited three-year-old component of the Colorado Preschool Program for children without an IEP, this funding will be distributed monthly in accordance with monthly enrollment, and subject to a financial cap based on a three-year-old historical allocation from the 2022-23 Colorado Preschool Program, in the

following manner:

i. The enrolling Provider, who is providing services, either directly or indirectly via contract with a directly funded by Provider, pursuant to section 26.5-4-208(3)(c), for three-year-olds without an IEP, will submit a monthly enrollment file through a system designated by CDEC by the 15th of each month for the prior month to account for the three-year-olds enrolled and provided services by the Provider

- A Provider that contracts with another Provider pursuant to section 26.5-4-208(3)(c) must remit payment to the contracted Provider within 15 calendar days of receiving payment from CDEC.

ii. Providers are subject to a maximum cap regardless of the number of payments received, on the three-year-old Historical Allocation. Should the Provider receive payments up to the cap amount, CDEC is not required to make any additional payments to the Provider. CDEC shall have the option to make additional payments at its discretion with any available unused funds.

iii. Providers will be paid for three-year-olds by the last day of each month by CDEC; unless the last falls on the weekend or a holiday then payments will be made on the closest business day and consistent with the payment schedule and reconciliation process, commencing with a payment on September 15th, for children enrolled in August. There will be no pre-payments allowable for the Historical Allocation.

iv. CDEC will then provide a final reconciliation payment by June 15th which will be conducted to ensure the Provider is paid the correct amount based on actual enrollment and delivery of services; published rates; CDEC's shall have sole discretion of the potential redistribution of funds that exceed an individual Provider cap, should there be available resources.

Automatic Renewal of Contract

1. If, by June 1 of each year, Provider has obtained a quality rating of three (3), four (4), or five (5) from CDEC's Colorado Shines Quality Rating and Improvement System (QRIS), then at the end of the Term of this Contract, this Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term. Providers will be notified by email to the authorized representative. Should the provider obtain a quality rating of three (3), four (4), or five (5) in the 2026-2027 year, the Contract shall automatically renew for an additional additional one (1) year period unless either Party provides the other Party with written notice of its intent to terminate this Contract thirty (30) days prior to expiration of the then-current Term, not to exceed a maximum term of June 30, 2028.

2. If, by June 1 of each year, Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines, this contract shall not automatically renew. Providers will be notified by email to the authorized representative.

3. If Provider has established a quality rating of one (1) or two (2) from CDEC's Colorado Shines , the Provider may submit an appeal to the Colorado Preschool Program no later than June 5th of each year, for the automatic contract renewal. All automatic contract renewal appeals will be processed and responded to by CDEC by June 15th. This appeal must be sent to:

universalpreschool@state.co.us.

4. If Provider does not participate in the QRIS process, this contract shall not be eligible to automatically renew, and a new agreement will be required.

Additional Provisions

1. Payments by the State shall constitute currently appropriated expenditures of the State and may be paid solely from legally available funds. All obligations of the State shall be subject to the action of the Colorado General Assembly in annually making funds available for payments thereunder. The obligations of the State to make payments are subject to appropriation by the Colorado General Assembly, and shall not be deemed or construed as creating an indebtedness of the State within the meaning of any provision of the Colorado Constitution or the laws of the State concerning or limiting the creation of indebtedness of the State and shall not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the State within the meaning of Section 20(4) of Article X of the Colorado Constitution.

EXHIBIT B-PII CERTIFICATION

STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT C-REPORTING TEMPLATES

Colorado Universal Preschool Program Quarterly Reporting Requirements
NOTE: Colorado Universal Preschool Program Quarterly Reporting templates may be revised at the discretion of CDEC at any time. The below templates are provided for reference. Links will be provider to each provider for reporting.

Please note – The below templates will be provided directly to proividers by the Colorado Universal Preschool Program via email

Colorado Universal Preschool Program Quarterly Reporting Template

To be completed in Q1 (by September 30th, 2025)

Background Information

1. Please select which best describes your provider type (select only one):
   a. Family Child Care Home
   b. District-based
   c. Charter school
   d. Faith-based or independent school serving preschool children and elementary-aged children
   e. Stand-alone Head Start (e.g., all classrooms in program are considered Head Start or Early Head Start classrooms and only serve children enrolled in Head Start and/or Early Head Start)
   f. Community-based non-profit affiliated with a larger organization
   g. Community-based non-profit not affiliated with a larger organization
   h. For-profit affiliated with a chain/corporation
   i. For-profit not affiliated with a chain/corporation

2. What additional public funding sources are used *to pay for tuition* for three and four year olds? Consider all three and four year olds, not just those participating in Universal Preschool. Select all that apply.

   Colorado Child Care Assistance Program (CCCAP)
   Exceptional Children's Educational Act (ECEA)
   Individuals with Disabilities Act (IDEA) Part B Funding
   School Financing funding
   Head Start
   Summit Pre-K Program
   Denver Preschool Program
   Other Public Funding Source (e.g., mill levy, local tax), please specify: [Open Text]
   None, other than family tuition

Children Enrolled in the Universal Preschool Program

4. How many four-year olds are enrolled in the Universal Preschool Program?
   [Drop down menu]

5. How many three-year olds are enrolled in the Universal Preschool Program?
   [Drop down menu]

6. [SKIP LOGIC: ASK FOR EACH FUNDING SOURCE SPECIFIED IN QUESTION 2] How many children enrolled in the Universal Preschool Program also receive [FUNDING SOURCE] funding?
[Drop down menu]

7. What are the home languages of the children enrolled in the Universal Preschool Program who are English language learners?
[Drop down menu of languages, including "not applicable" and "Other: Open Text"]

Universal Preschool Program Structure

8. *(Display if Q1 is not a family child care provider.)* How many classrooms enroll at least one child in the Universal Preschool Program?
[Drop down menu]

9. Are there specific days and times that all children enrolled in the Universal Preschool Program attend? (For example, are all children enrolled in classroom "A" attend in the mornings, or on specific days of the week?)

a. Yes, this is true for all classrooms serving children in Universal Preschool
b. Some classrooms serving children in Universal Preschool have specific days and times, but not all
c. No, children enrolled in Universal Preschool can come to their classroom on different days and times

10. How many children enrolled in the Universal Preschool Program attend for more hours than funded by the Universal Preschool Program?
[Drop down menu]

Curriculum, Assessment & National Accreditation

11. The following "whole-child" curricula have been designed to support multiple domains of learning and development for preschool children. Do educators teaching children in the Universal Preschool Program use any of the following curricula? Please check all that apply. (If you select "other, please only include *curricula* that address multiple domains of development. In other questions we will ask you about curricula used to support one specific area of development, such as literacy or social-emotional development).

Big Day for PreK
☐ Connect4Learning
☐ Creative Curriculum
☐ Core Knowledge
☐ Experience Curriculum (formerly Mother Goose)
☐ Frog Street Pre-K
☐ Funshine Express
☐ High Scope
☐ Opening the World of Learning (OWL)

☐ PreK for ME
☐ Tools of the Mind
☐ Proprietary Curriculum developed for our corporation
☐ Educators plan materials and activities according to themes, children's interests, and/or ☐ the educators' choice, but they do not use a formal curriculum.
☐ Educators do not yet use a specific process for planning for different domains of ☐ children's learning.
☐ Other: [Open Text]

12. Other types of curricula have been designed to support one particular domain of development (e.g., social-emotional OR literacy OR science). Do educators teaching children in the Universal Preschool Program use a particular social-emotional learning and development curriculum?
a. Yes, they use a specific curriculum to support social-emotional learning and development
b. Yes, they use a "whole child curriculum" that includes a social-emotional component
c. No, they do not use a specific social-emotional learning curriculum.

13. (Display if Q12 has a response of a). What social-emotional curriculum do educators use?
[Open Text]

14. Do educators teaching children in the Universal Preschool Program use a particular language and literacy curriculum?
a. Yes, they use a specific language and literacy curriculum
b. Yes, they use a "whole child curriculum" that includes a language and literacy component
c. No, they do not use a specific language and literacy curriculum

15. (Display if Q14 has a response of a). What language and literacy curriculum do educators use?
[Open Text]

16. Do educators teaching children in the Universal Preschool Program use a particular math curriculum?
a. Yes, they use a specific math curriculum
b. Yes, they use a "whole child curriculum" that includes a math component
c. No, they do not use a specific math curriculum

17. (Display if Q16 has a response of a). What math curriculum do educators use?
[Open Text]

18. Do educators teaching children in the Universal Preschool Program use a particular science curriculum?
a. Yes, they use a specific math curriculum
b. Yes, they use a "whole child curriculum" that includes a math component
c. No, they do not use a specific math curriculum

19. (Display if Q18 has a response of a). What science curriculum do educators use?

[Open Text]

20. Do educators teaching children in the Universal Preschool Program use any of the following formative assessments to gauge how children are doing and to plan for their instruction? Select all that apply.

☐ Work Sampling System
☐ Teaching Strategies Gold
☐ Desired Results Developmental Profile (DRDP)
☐ Early Learning Inventory
☐ Other: [Open Text]
☐ Other: [Open Text]

21. Please select the national accreditations your provider has achieved (select all that apply).

☐ AdvancED
☐ American Montessori Society (AMS)
☐ Association of Christian Schools International (ACSI)
☐ Council on Accreditation (COA)
☐ National Association for the Education of Young Children (NAEYC)
☐ National Association for Family Child Care (NAFCC)
☐ National Early Childhood Program Accreditation (NECPA)
☐ Other: [Open Text]

22. (Display if Q1 is a district program.) Are preschool teachers in your school observed using an assessment of instructional quality?

a. Yes
b. No

23. (Display if Q22 is yes.) What classroom assessment of instructional quality is used?
[Open Text]

Educator Compensation

24. *(Display if Q1 is not a Family Child Care Home.)* Please consider all assistant teachers or teacher aides assigned to classrooms serving at least one child in the Universal Preschool Program. What is the highest rate of pay? (We will ask about lead teachers in a different report template.)
[Scroll box with $50 max entry for dollars and cents]

25. (Display if Q1 is not a Family Child Care Home.) Please consider all assistant teachers or teachers' aides assignment to classrooms serving at least one child in the Universal Preschool Program. What is the lowest rate of pay?
[Scroll box with $50 max entry for dollars and cents]

26. (Display if Q1 is not a Family Child Care Home.) What employer-sponsored benefits are provided to full-time teaching staff. Check all that apply.

☐ At least 5 paid sick days
☐ At least 5 days of paid time off/vacation days
☐ Paid bank holidays
☐ Paid days during unexpected school closures (e.g., snow days)
☐ Health insurance
☐ Dental insurance
☐ Vision insurance
☐ Retirement plan
☐ Other insurance (e.g. life insurance, disability insurance, etc.)
☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
☐ Employee wellness and mental health resources (e.g. gym memberships, counseling, or telehealth services)
☐ Paid professional development
☐ Education/tuition stipend
☐ Expense reimbursements (e.g. mileage, supplies, or snacks)
☐ Hiring or retention bonuses
☐ Reduced rate or free child care for staff children

27. (Display if Q1 is family child care home.) Approximately how much is your annual income (take-home pay) from your work as a family child care provider.
[Scroll box with $100,000 max entry for dollars and cents]

28. (Display if Q1 is family child care home.) As part of your contract with families, do you include the following (select all that apply)?
☐ At least 5 paid sick days
☐ At least 10 days of paid time off/vacation days
☐ Paid bank holidays
☐ Paid days during unexpected school closures (e.g., snow days)

29. *(Display if Q1 is family child care home.)* Which benefits do you have and how are these benefits paid for?
[Table with below benefits, columns where they can select "Paid for by my revenue" "Paid for by outside funding (e.g., partner or spouse's employment)" "Do not have this benefit"]
☐ Health insurance
☐ Dental insurance
☐ Vision insurance
☐ Retirement plan
☐ Other insurance (e.g. life insurance, disability insurance, etc.)
☐ Flexible Spending Account (FSA) or Health Spending Account (HSA)
☐ Employee wellness and mental health resources (e.g. gym memberships, counseling or telehealth services)

EXHIBIT C-REPORTING TEMPLATES

Staffing Challenges and Resources

30. *(Display if Q1 is not family child care home.)* Do you have preschool classrooms that are currently closed due to difficulty finding teachers to hire?

a. Yes
b. No

31. *(Display if Q1 is not family child care home.)* Does your program employ substitutes?

a. Yes
b. No

32. Does your program have access to external substitute placement agencies that can provide substitutes as needed?

a. Yes
b. No
c. I don't know

•

EXHIBIT C-REPORTING TEMPLATES

Reason For Expense (CDE reporting form)	**Description**	**Total all expenses for each program to include salaries, supplies, fees, technology, and others**	**Category on form**
Instruction	Dealing directly with the **interaction** between teachers and students. Staffing	teacher/aide salaries, FCCH income, instructional activity supplies	Instruction
Support Serv-Inst Staff	Anything associated with assisting the instructional staff with the content and process of providing learning experiences for students. (ie., coaching)	extra supports for staff, any classroom supplies only adults use	Support Service-Instructional Staff
Support Serv- General Admin	Anything concerned with establishing and administering policy for operating the school district.	N/A if not a district	District Section
Support Serv- School Admin/Sup Serv-business w/o grants	Expenditures of overall administrative responsibility for a school. Costs related to paying, the administration of direct services for the school.	division level support, director salaries	Administrative Costs
Oper & Maint of Plant Serv w/o grants	Anything concerned with keeping the physical locations open, comfortable and safe for use and keeping the grounds, buildings and equipment in effective working condition and state of repair. These include the activities of maintaining safety in buildings, on the grounds and in the vicinity of schools.	rent/insurance of corporate address (not personal address), buildings and grounds expenses, salaries/fees for maintenance or cleaning, vehicle maintenance	Operations & Maintenance of Location
Student Transportation Services	Anything concerned with conveying students to and from school, as provided by state and federal law. These activities include trips between home and school and trips to school activities.	mileage for program implementation/curricular activities, transportation fees	Student Transportation Services
Sup Serv Cent w/o grants-Sup Serv w/grants	Anything, other than general administration, which support each of the other instructional and support services programs. These activities include planning, research, development, evaluation, information, staff and data processing services. Support services provide administrative, technical (such as guidance and health) and logistical support to facilitate and enhance instruction. These services exist as adjuncts for fulfilling the objectives of instruction, community services and enterprise programs.	Things that support planning, research, development, evaluation, information, staff and data processing services. fees nurse to come in, contract with community liaison	Support Services-non instructional staff
Sup Serv Central: Cabinet Level w/o grants	district only	N/A if not a district	District Section
Planning/Evaluation - Support Serv-Students	Expenditures associated with conducting and managing programs of planning and research development. Costs related to designed to assess and improve support the teaching process.	planning, research, development information, staff and data processing services	Classroom Planning

Planning/Evaluation - Support Serv-Students	Expenditures associated with evaluation for a school system on a system-wide basis. Costs related to designed to assess and improve the well-being of students.	evaluation, assessments, of students	Child Assessment/Evaluation
Other Sup Services w/o grants	All other support services not classified elsewhere in the 20 series.	anything supporting instruction not identified, if not sure where else	Support Services-non instructional staff
Volunteer Services-Community Services-Non-Instructional Services-Enterprise Operations- Other Uses-Debt Service - Educational Library Services/Fail Acquisition & Constructions Svcs-	Anything concerned with securing and providing non-paid volunteers for a school or school district. Anything concerned with providing community services to students, staff or other community participants. Examples of this function would be the operation of a community swimming pool, a recreation program, a child care center, etc. Anything concerned with providing non-instructional services to students, staff or community. Anything that are financed and operated in a manner similar to private business enterprises – where the stated intent is that the costs are financed or recovered primarily through user charges. A number of outlays of governmental funds are not properly classified as expenditures, but still require budgetary or accounting control. These are classified under Other Uses. These include debt service payments (principal and interest) and certain transfers of moneys from one fund to another. Servicing the debt of the school district, including payments of both principal and interest and debt issuance costs. The receipt and payment of principal on short-term loans are handled as an adjustment to balance sheet account 7451. Anything concerned with the delivery of library services, including but not limited to: audiovisual services, education television services, instruction-related technology and other educational library services. Anything concerned with acquiring land and buildings; remodeling buildings; constructing buildings and additions to buildings; initially installing or extending service systems and other built-in equipment; and improving sites.	paying for shirts for volunteers/appreciation. rec center program costs. fees to check vision/hearing extra activities families can pay an extra fee for. anything not identified, if not sure where-marketing. program debt payments, not personal. If don't have a stand alone library, doesn't apply. Only things dedicated to a library any business capital improvements	Other-Specify
Food Services Operations-	Anything concerned with providing food to students and staff in a school or school district. This service area includes preparing and serving regular and incidental meals, lunches or snacks in connection with school activities and food delivery.	providing meals for FCCH, hiring vendor to bring in food, food expenses, salaries	Food Services Operations
Enterprise Instructional	district only	N/A if not a district	District Section
Enterprise Non-Instructional	district only	N/A if not a district	District Section

Education for Adults	Anything concerned with providing services for adults. Courses or units of instruction related to acquisition of basic knowledge and skills which are comparable to those ordinarily obtained by students in a K-12 instructional program. An example is GED preparation. Normally, Adult Basic Education programs are not pre employment nor employer oriented. Courses or units of instruction directly related to providing individuals with the skills, attitudes and abilities necessary to obtain entry level employment in specific occupations or closely related clusters of occupations requiring less than a baccalaureate or advanced degree. (staff training costs--non staffing)	Any PD for staff, coaching fees/salaries	Staff training costs
Curriculum	Curriculum used to directly support with the interaction between teachers and students.	(materials for different subjects and learning areas within a course of study)	Curriculum
Supplies	Expenditures for supplies used in daily operations	(paper, pens, ink cartridges, envelopes, staples, and other disposable items adults use for operating the business)	Supplies
Indirects	Anything concerned with overall indirect administrative costs for a school district/school. Anything concerned with paying, transporting, exchanging and maintaining goods and services for the school district. Included are the fiscal and internal services necessary for operating the school district.	accounting, HR services shared across corporate, corporate level expenses	Up to 15% Indirect Costs

INSTRUCTIONS FOR EACH TAB AND SUBMISSION:

EXHIBIT C-REPORTING TEMPLATES

Provider Expenditure Report 2025-26 School Year Tab	You will enter all expenses for the school year into this tab, and it may be used and updated throughout the year. Depending on your accounting practices, keeping track of how you spent the payments received from CDEC will be important to increase efficiencies in this reporting. Credits to parent accounts are not considered an expense in this reporting model. The reporting lines under "Expenditures - Universal Preschool Program Revenues " will list how you spent the money received from CDEC UPK rate payments only and should total the total received payments for that quarter/time period. You may use the "Child Payment 2025-26 School Year Tool" to keep track of payments received but this is not required. The reporting lines under "OPTIONAL: Expenditures outside of Universal Preschool Program Revenues" may be used to show how you spent the money you receive from other payment sources but is not required. The purpose of this would be to show your true expenses if you would like to do so. The reporting lines under "IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section" are for school districts only.
Q1-Q2 Tab	You will enter all expenses for quarters 1 and 2 into this tab. Quarter one is August through November and quarter two is December through February.
Q3 Tab	You will enter all expenses for quarter 3 into this tab. Quarter three is March through May.
Staff Expenditure 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track expenses you may choose to use UPK rate payments to cover staff salaries. Staff listed under "Direct Services" will be staff directly implementing UPK classroom programming. Staff listed under "Administrative" will be staff providing office, custodial, food service, or other supports outside of the classroom activities. The expense lines with "Support Services/ Support Serv" in their title cover the activities this group of staff implement.
Child Payment 2025-26 School Year Tool Tab	This tab is optional and a tool for you to use to track the payments you receive for each child you serve by month.

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures Template

Provider Expenditure Statement

Full Year Total 2025-26 School Year $0.00

Statement Date:

Provider Name:

License #:

Expenditures - Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues

Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section

Program	Expenditures	Indirect
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	$0.00	$0.00

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures- Quarter 1 & Quarter 2	
Provider Expenditure Statement	
Feb 2026)	$0.00
Statement Date:	
Provider Name:	
License #:	

Expenditures - Universal Preschool Program Revenues-Only		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	$0.00	

EXHIBIT C-REPORTING TEMPLATES

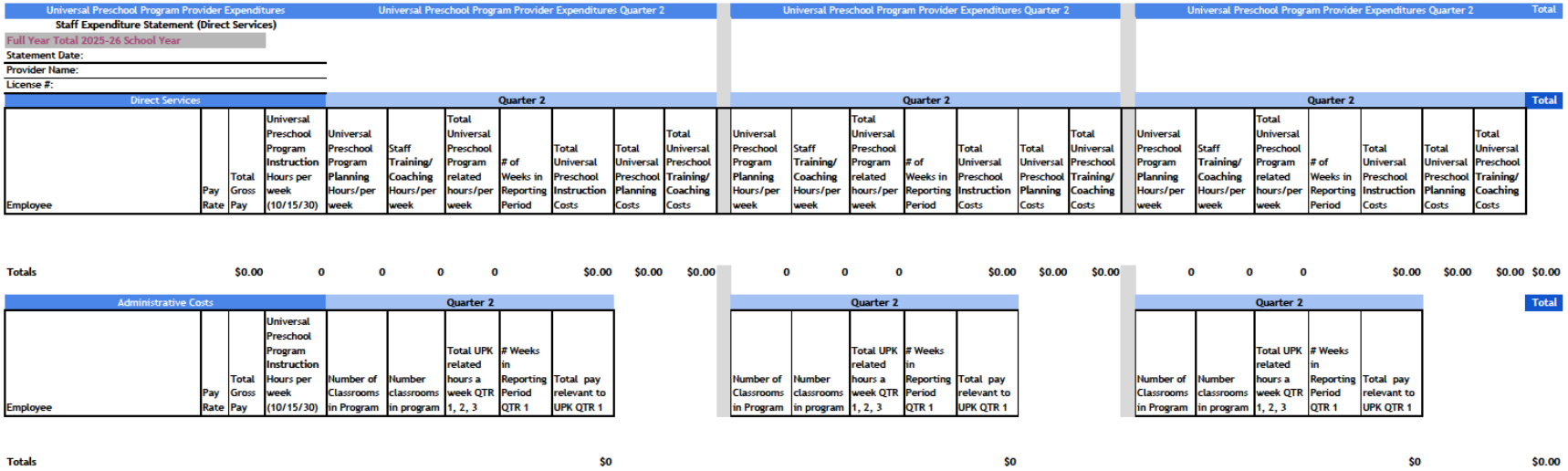
Universal Preschool Program Provider Expenditures- Quarter 3	
Provider Expenditure Statement	
Quarter 3 Total 2025-26 School Year (March-May 2026)	$0.00
Statement Date:	
Provider Name:	
License #:	

Expenditures - Universal Preschool Program Revenues-Only		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Upto 15% Indirect Costs		
Total	$0.00	

OPTIONAL: Expenditures outside of Universal Preschool Program Revenues		
Expenditure Category	Expenditures	Description Notes
Instruction		
Classroom Planning		
Child Assessment/Evaluation		
Staff Training Costs		
Curriculum		
Supplies		
Support Services for Instructional Staff		
Administrative Costs		
Food Services Operations		
Operations & Maintenance of Location		
Student Transportation Services		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
Up to 15% Indirect Costs		
Total	$0.00	

IF PART OF A SCHOOL DISTRICT - Please complete the following section in addition to the above section		
Program	Expenditures	Description Notes
Support Serv- General Admin		
Sup Serv Central: Cabinet Level w/o grants		
Enterprise Instructional		
Enterprise Non-Instructional		
Total	$0.00	

EXHIBIT C-REPORTING TEMPLATES



Universal Preschool Program Provider Expenditures	Universal Preschool Program Provider Expenditures Quarter 2										Universal Preschool Program Provider Expenditures Quarter 2							Universal Preschool Program Provider Expenditures Quarter 2							Total
Staff Expenditure Statement (Direct Services)																								
Full Year Total 2025-26 School Year																								
Statement Date:																								
Provider Name:																								
License #:																								
Direct Services	Quarter 2										Quarter 2							Quarter 2							Total
Employee	Pay Rate	Total Gross Pay	Universal Preschool Program Instruction Hours per week (10/15/30)	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	Universal Preschool Program Planning Hours/per week	Staff Training/ Coaching Hours/per week	Total Universal Preschool Program related hours/per week	# of Weeks in Reporting Period	Total Universal Preschool Instruction Costs	Total Universal Preschool Planning Costs	Total Universal Preschool Training/ Coaching Costs	
Totals		$0.00	0	0	0	0		$0.00	$0.00	$0.00	0	0	0		$0.00	$0.00	$0.00	0	0	0		$0.00	$0.00	$0.00	$0.00

Administrative Costs	Quarter 2								Quarter 2					Quarter 2					Total
Employee	Pay Rate	Total Gross Pay	Universal Preschool Program Instruction Hours per week (10/15/30)	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	Number of Classrooms in Program	Number classrooms in program	Total UPK related hours a week QTR 1, 2, 3	# Weeks in Reporting Period QTR 1	Total pay relevant to UPK QTR 1	
Totals								$0					$0					$0	$0.00

EXHIBIT C-REPORTING TEMPLATES

EXHIBIT C-REPORTING TEMPLATES

Universal Preschool Program Provider Expenditures		Quarter 1 Revenues				Quarter 2 Revenues				Quarter 3 Revenues				Final Reconcillation Revenues		
Universal Preschool Child Payment Statement (Revenues)					Quarter 1 Total				Quarter 2 Total				Quarter 3 Total			Final Reconciliation
Full Year Total 2024-25 School Year					$0				$0				$0			$0
Statement Date:																
Provider Name:																
License #:														May 1st-May 15th	Final Reconiciliation	
Date Payment Received:		9/15/2025	10/15/2025	11/14/2025		12/15/2025	1/15/2026	2/13/2026		3/13/2026	4/15/2026	5/15/2026		5/29/2026	6/15/2026	
Child Name/ID	Hours Awarded	Payment 1	Payment 2	Payment 3	Quarter 1 Total	Payment 4	Payment 5	Payment 6	Quarter 2 Total	Payment 7	Payment 8	Payment 9	Quarter 3 Total	Payment 10	Payment 11	Final Reconciliation
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
					0				$0.00				$0.00			$0.00
Total		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

CITY OF AURORA
Council Agenda Commentary

Item Title: Generation Wild Program for 2026 – 2030 (Resolution)
Item Initiator: Joy Thompson, Natural Resources Supervisor, Parks, Recreation, and Open Space
Staff Source/Legal Source: Joy Thompson, Natural Resource Supervisor, Parks, Recreation and Open Space / Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated Presentation/discussion time for Study Session

Joy Thompson, Natural Resources Supervisor, Parks, Recreation, and Open Space / Tim Joyce, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☒ Approve Item and Move Forward to Study Session

☐ Approve Item as proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Recommendation Report Attached

☐ Minutes Attached ☐ Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In 2017, Aurora was awarded $210,000 in grant funding for a capital improvement project and to provide programs for areas of persistent poverty in Northwest Aurora. The program was called Generation Wild, and funding was provided by Great Outdoors Colorado (GOCO). The intention was to engage with these areas and get kids and families into the outdoors and nature. The areas were defined by the grant as Commerce City, Northeast Park Hill, Montbello and Northwest Aurora. With all the proven benefits of spending time in nature this program aimed to not only introduce kids and their families to the wonders of nature, but also to help make these opportunities sustainable, so participants will continue to spend time in nature in Aurora and beyond. The Open Space Natural Resource (OSNR) naturalist team received $113,990 out of the $210,000 total and, between 2018 and 2020, and delivered a wide variety of programs that engaged kids and families in nature and the outdoors. The capital improvement project was awarded $96,010 to complete the Cottonwood Discovery Area at Sand Creek Park. A multi-year grant contract was approved and the funding was spent through 12/10/2020. In 2020, GOCO decided to extend the grant through 2023. In January 2021, GOCO awarded additional funding to Aurora for the next three years, specifically for naturalist programming. ($107,832 in total, or $35,944 each year, 2021-2023).

When the original grant was awarded in 2017, Aurora joined a coalition of participating organizations called the Northeast Metro Coalition (NEMC). This provided a regional perspective on programming nature activities to kids and their families, and central administration for coalition members. Aurora worked with 13 coalition partners including Commerce City, City and County of Denver, Environmental Learning for Kids (ELK), Sand Creek Regional Greenway Partnership and Boys and Girls Club of Metro Denver. Aurora also branched out beyond the coalition members to engage more of the Northwest Aurora community, working with organizations such as the Village Exchange Center, Aurora Youth Options, SOAR (Seeing Our Adolescents Rise) and Aurora Sister Cities International.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

In 2024, GOCO approved interim grant funding for the Generation Wild program for fiscal years 2024 and 2025 in the amount of $18,000 per year, conditioned upon annual GOCO board approval. NEMC applied for an interim grant and received $371,000, of which Aurora received $36,000 ($18,000 for each FY 2024 and 2025 for a total of $36,000).

In 2025, GOCO opened a new grant cycle to run from 2026-2030, and the Northeast Metro Coalition has again applied for funds. Through this application, the City has applied for $168,000.00, to be paid out over five years at the level of $33,600.00 each year. The funds will go towards program supplies and operational costs, including part of the salary of the Generation Wild Program Coordinator.

This agreement sets out the terms by which cities and non-profit members of the NEMC will work together to keep records, make payments for goods and services, and share that information with the lead NEMC agency. Denver and Aurora are obligated to share the number of participants and overall project budget information to the lead agency under this agreement so that the entire NEMC can excel in the delivery of programs based on each member's successes. Aurora's data will be compiled annually and will be shared with the lead agency and the Coalition Director for their roll-up annual reporting to GOCO for the entire NEMC.

Aurora will also sign a new contract for this grant with GOCO as the funding agency. This grant is a reimbursement, so GOCO reimburses the City at the end of each fiscal year for grant funds spent, minus the cash match.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☒ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☒ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT

Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Revenue- Revenue will increase $33,600.00 per year in 2026-2030 in the Gifts and Grants fund.

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

Operating ORG 61052 (ARCO) will provide a total of $23,520.00 over in matching funds for this grant over the next five years (FYs 2026-2030). The annual expense appropriation of $33,600.00 will be requested through a supplemental budget process and will have a net-zero expense impact.

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

The $33,600.00 will be used, in part, to fund a VHBE Generation Wild Program Coordinator. Operating org 61052 (ARCO) will provide $4,704.00 each year for the salary of the coordinator as a match for the grant. Remaining naturalist staff will provide in-kind match through helping the coordinator with Generation Wild programming. Remaining naturalist staff will provide a total of 3,000 program hours for the Generation Wild program by the end of FY 2030.

QUESTIONS FOR COUNCIL

Do the policy committee members support moving the Resolution for Generation Wild funding to Study Session for full Council approval?

LEGAL COMMENTS

The net proceeds of the Colorado Lottery may be distributed, by grants, to municipalities to "preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage." The State Board of the Great Outdoors Colorado Trust Fund requires City Council to adopt a resolution approving each grant application by the City and authorizing the execution of each grant awarded for local parks and outdoor recreation. (Colo. Const. art. 27, section 1). Council shall provide for the planning and supervision of a community recreation program and for equipping and maintaining City owned or controlled parks, recreation areas, and facilities. (City Charter art. 8-3). Colorado Constitution, art. XIV, section 18, subsection (2)(a) authorizes the state or any of its political subdivisions to cooperate and contract with one another or with the Federal government to provide any function, service, or facility lawfully authorized to each, including the sharing of costs. City Council has the authority and power to promote the prosperity, comfort and convenience of the city and its inhabitants. (City Code § 2-32). (TJoyce)

Open Space and Natural Resources



Generation Wild Program 2026-2030

Joy Thompson
Natural Resources Supervisor

What is Generation Wild?







What do we do?

Outdoor Adventures in Nature

- Kayaking
- Horseback Riding
- Snow Tubing
- Ice Skating
- Hiking
- Biking
- Fishing
- Archery
- Swimming
- Nature Exploration
- Wildlife Watching
- Plants and Wildflowers
- Water Exploration
- Nature Art
- Camping
- Stewardship
- Mindfulness







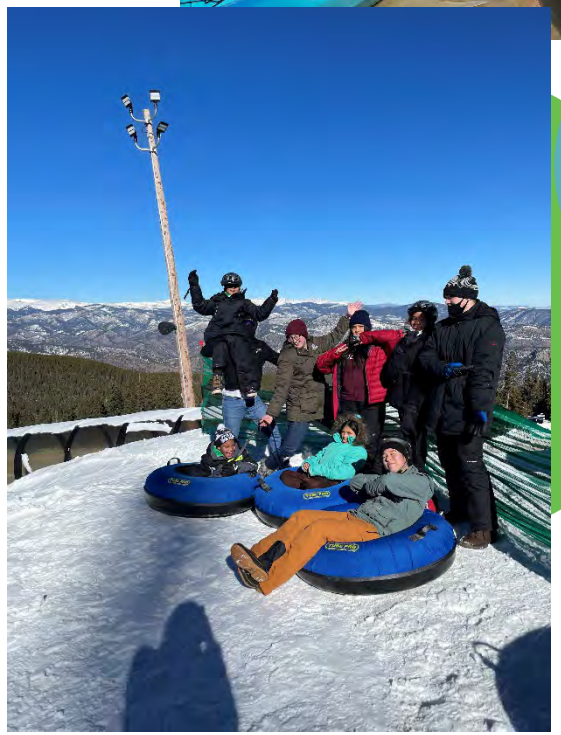
Outcomes

Joanna McComb "Thanks again for today! One student said she would remember this day forever!"

Danielle Dobias "Hey! Just wanted to thank you again for facilitating such an amazing event at Prairie! The students truly loved it and kept asking about future events!“

27,517 kids and family members from 2017-2024!



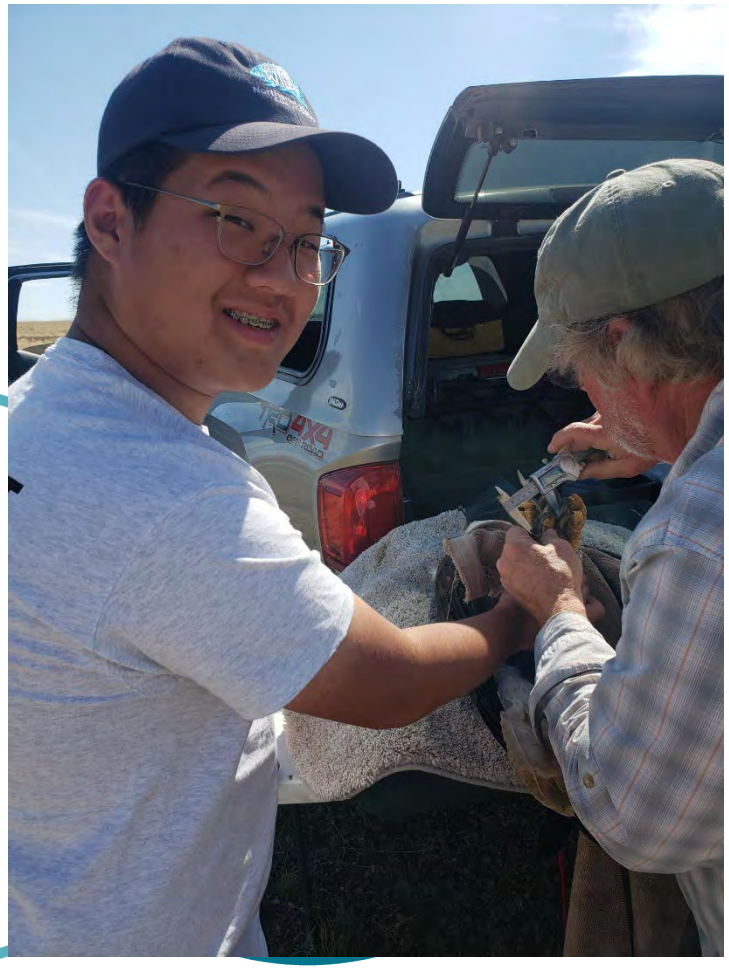




Next Steps







2017-2020

$113,900.00

2020-2023

$107,832.00

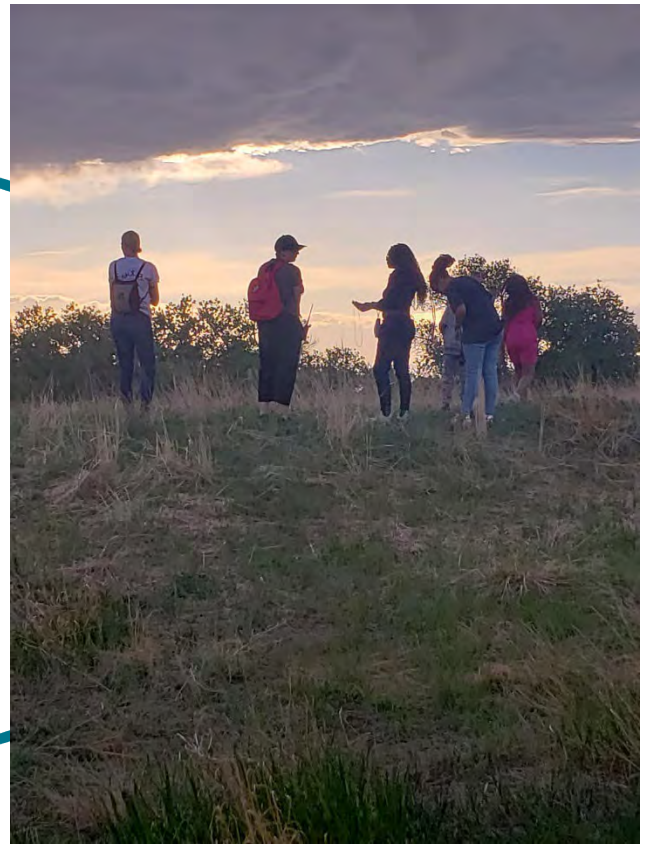
2024-2025

$36,000.00

Next Steps







2026-2030

$168,000.00

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVAL OF THE GRANT AGREEMENT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST TO AURORA AND OTHER MEMBERS OF THE NORTHEAST METRO COALITION FUNDING THE GOWILD NORTHEAST PROJECT THAT IS PART OF THE GENERATION WILD PROGRAM

WHEREAS, the State Board of the Great Outdoors Colorado Trust Fund ("GOCO") is a political subdivision of the State of Colorado which uses the net proceeds of the Colorado Lottery to invest in the state's parks, wildlife, open space, and recreational resources; and

WHEREAS, GOCO has prioritized continued Generation Wild support in the GOCO 2025 Strategic Plan to advance equitable access to the outdoors through local coalitions that provide program and pathway opportunities to youth and families; and

WHEREAS, in 2015, GOCO created a statewide grant program known as the Generation Wild program, in which eligible entities may apply for grants from GOCO to connect communities to the outdoors; and

WHEREAS, in 2017 the City of Aurora, Colorado, ("City") applied for and received a three-year GOCO grant ("Contract No. 1788-3") in the amount of $210,000 to fund outdoor environmental education and passive recreational programs for youth and families; and

WHEREAS, in 2020 the City applied for and received another three-year GOCO grant to fund outdoor environmental education and passive recreational programs; and

WHEREAS, the City submitted a detailed application on behalf of the GoWild Northeast Metro Coalition that contemplated executing outdoor programs for youth and families to sustain programmatic work, shore-up capacity, and/or refine the operational model to be called the GoWild project, and GOCO approved the application on September 22, 2023; and

WHEREAS, GOCO approved interim funding for the City as a Grantee for the GoWild project for fiscal year 2024 and fiscal year 2025 in the amount of $18,000 per each year, conditioned upon annual GOCO Board approval and authorization; and

WHEREAS, GOCO endorsed a funding strategy to provide further fundings through a grant application for fiscal year 2026 and beyond; and

WHEREAS, the City is working with the Northeast Metro Coalition to apply for a $168,000.00 grant for the fiscal year 2026 through the fiscal year 2030, or $33,600.00 for each fiscal year, to continue to fund nature education and passive recreational programming; and

WHEREAS, if the grant is approved by GOCO, the program will provide free entry to the Aurora Reservoir for program participants, free entry to the Open Space Natural Resource events like the Agriculture Festivals, the Trick or Treat Nature Trail, the Santa Wagon Rides, and the Aurora naturalist staff time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The City Council of the City of Aurora, Colorado resolves its approval of the grant agreement from the Great Outdoors Colorado Trust Fund to the City and other members of the Northeast Metro Coalition funding the GoWild Northeast project that is part of the Generation Wild Program.

Section 2. This Resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____ day of _____. 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By:_____
TIM JOYCE, Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Property Disposition – 254 Donna Street, Weld County
Item Initiator: Hector Reynoso, Manager of Real Property Services, Public works
Staff Source/Legal Source: Hector Reynoso, Manager of Real Property Services, Public Works / Michelle Gardner, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Healthy: Connecting natural and built environments with multimodal networks, ensuring access to parks and recreation, and preserving sustainable water supplies.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

R2025-63 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SALE OF SURPLUS CITY-OWNED LAND IN WELD COUNTY LOCATED AT 254 DONNA STREET, FORT LUPTON, COLORADO
Waiver of reconsideration is requested to expedite closing and divest the City's responsibility to maintain the property.
Hector Reynoso, Manager of Real Property Services, Public Works / Michelle Gardner, Senior Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session
☐ Approve Item and Move Forward to Regular Meeting
☐ Information Only
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item as Proposed at Study Session
☒ Approve Item as Proposed at Regular Meeting
☒ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

On June 25th, 2020, Aurora Water paid $1,718,500 to purchase three parcels of land west of HWY 85 and east of HWY 85. The parcel of land west of HWY 85, containing a total of approximately 46.2 acres of land, was purchased for well field expansion along the South Platte River. Two other parcels east of HWY 85: one containing 5 acres of land and another 2.72 acre parcel of land that contains a 1,120 sq. ft. 2 bed 1 bath house, a detached garage, a detached shed, and one detached open barn (the "Eastern Property"). The purchase of the Eastern Property was made as part of the purchase of the 46.2 acres of land west of Highway 85. The 5-acre parcel is land locked, located 100% within the 100-year FEMA floodplain and is prone to flooding several times throughout the year. All 22 City departments approved an unconditional disposition of the Eastern Property and the Eastern Property has been declared surplus to the City's needs. Staff received a competitive offer to purchase the Eastern Property in the amount of $540,000 with Buyer's agent commission of 2.8%. Staff recommends passage of a Resolution of Declaration of Surplus Property by the Aurora City Council and authorizing the sale of the surplus property for $540,000, less closing costs and Buyer's agent commission.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Revenue from the sale of the surplus property in the amount of $540,000 less closing costs and buyer's agent commission will be received in the Water Fund operating budget.

ORG: 0500 (Water Ops Fund Admin)
Account: 71100 (proceeds sale of fixed asset)

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

QUESTIONS FOR COUNCIL

Does Council approve of the resolution, with a waiver of reconsideration, declaring the Eastern Property surplus and authorizing the sale of the surplus property located in Weld County?

LEGAL COMMENTS

The City of Aurora has the authority to acquire, hold, lease, and dispose of property, both real and personal. (C.R.S. Section 31-15-101(d). The Mayor or designee, upon authorization by a majority vote of the members of City Council voting thereon, shall execute all conveyances of any interest in real property by the City; provided, however, that the City shall not sell or convey any lands granted to, or purchased for use and used by the City for park purposes, without a majority vote of the City's registered electors at a special or regular municipal election. (City Code Section 2-31(b)(1)). City Council may declare identified property surplus to the City's needs, and the Manager of Real Property Services shall procure an independent appraisal or other land value estimate sufficient to determine fair market value of the property. (Aurora BPM 4-14((VI)(I), Disposal of Surplus Property). (M. Gardner)

Motion to approve shall include a waiver of reconsideration.



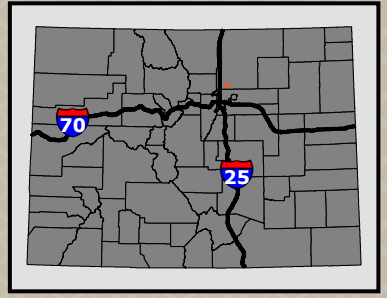
Wethington Parcels

Aurora Water

26791 E Quincy Ave., Aurora, CO 80016 USA
www.auroragov.org | 303-579-2990
gwhitney@auroragov.org

Aurora is Worth Discovering!

May 1, 2025



Legend

- South Platte River
- Elizabeth Ann Wethington Trust East
- Elizabeth Ann Wethington Trust West

Miles 0 0.02 0.04 0.08

DISCLAIMER: The City of Aurora, Colorado, makes no warranties or guarantees, express or implied, as to the completeness, accuracy, or correctness of this data, nor shall the City incur any liability from any incorrect, incomplete, or misleading information contained therein. The City makes no warranties, either express or implied, of the value, design, condition, title, merchantability, or fitness for a particular purpose. The City shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

EXHIBIT A
Eastern Property

A parcel of land situated in the NE 1/4 of Section 7, Township 1 North, Range 66 West of the 6th Principal Meridian, County of Weld, State of Colorado, being that parcel of land described in that Warranty Deed recorded at Rec. No. 2966053 in the office of the Weld County Clerk and Recorder, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 7;

Thence S90°00'00"W, on an assumed bearing and coincident with the south line of said NE 1/4, a distance of 991.08 feet;

Thence N64°17'05"W, a distance of 540.02 feet;

Thence S1°31'15"W, a distance of 48.13 feet to the **Point of Beginning**;

Thence continuing S1°31'15"W, a distance of 186.17 feet to a point on said south line;

Thence S90°00'00"W, coincident with said south line, a distance of 653.94 feet to a point on the easterly right-of-way of U.S. Hwy. No. 85 as described in that Right-of-Way Deed in Book 1401 at Page 318 (Rec. No. 1190034) in said office;

Thence N4°49'30"E, coincident with said easterly right-of-way, a distance of 613.68 feet;

Thence S79°09'30"E, a distance of 228.00 feet;

Thence S84°59'30"E, a distance of 336.00 feet;

Thence S1°00'30"W, a distance of 147.00 feet;

Thence S15°00'30"W, a distance of 111.00 feet;

Thence S38°55'30"E, a distance of 127.24 feet to the **Point of Beginning**.

The above described parcel contains an area of 340,768 square feet (7.82 acres) more or less.

Bearings based on the south line of the NE 1/4 of Section 7, T1N, R66W, 6th P.M., being S90°00'00"W, and all lineal distances hereon are represented in U.S. survey feet.

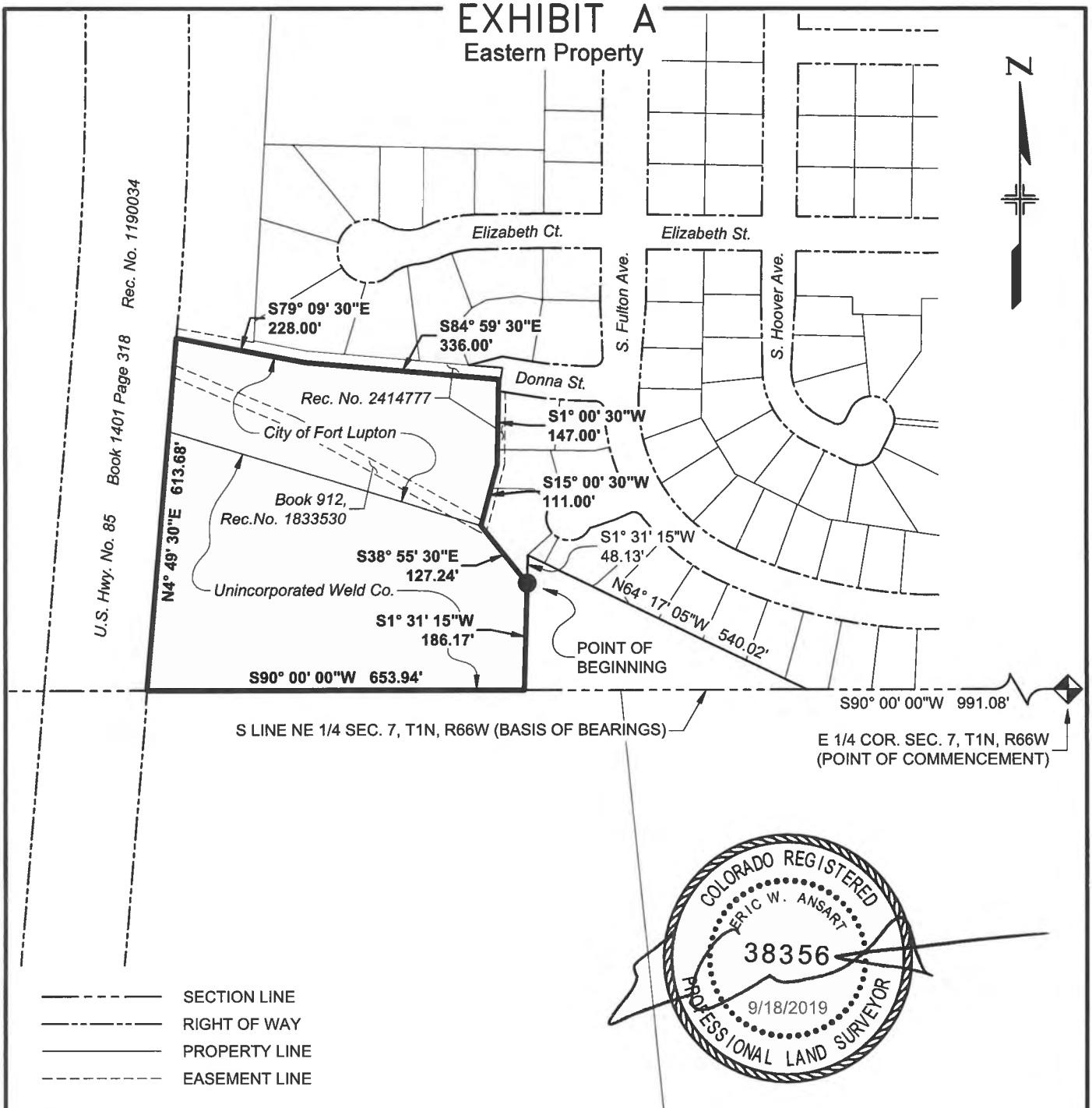


Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

ILLUSTRATION FOR

EXHIBIT A

Eastern Property



COLORADO REGISTERED
ERIC W. ANSART
38356
9/18/2019
PROFESSIONAL LAND SURVEYOR

SECTION LINE
RIGHT OF WAY
PROPERTY LINE
EASEMENT LINE

BEARINGS BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 7, T1N, R66W, 6TH P.M., BEING S90°00'00"W

THE ABOVE DESCRIBED PARCEL CONTAINS 340,768 SQUARE FEET (7.82 ACRES), MORE OR LESS.

This drawing does not represent a monumented survey. It is intended only to depict the attached legal description.

CITY OF AURORA, COLORADO

DRAWN BY:	SCALE:	R.O.W. FILE NUMBER
EWA	NONE	N/A
CHECKED BY:	DATE:	JOB NUMBER:
DMR	8/28/19	19062

A PARCEL OF LAND SITUATED IN THE NE 1/4 OF SEC. 7, T1N, R66W, 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

SHEET 1 OF 1

RESOLUTION NO. R2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, APPROVING THE SALE OF SURPLUS CITY-OWNED LAND IN WELD COUNTY LOCATED AT 254 DONNA STREET, FORT LUPTON, COLORADO

WHEREAS, the City of Aurora ("City") owns a parcel of land containing 340,768 sq. ft. (7.82 acres), more or less, in Weld County known as 254 Donna Street, Fort Lupton, Colorado (the "Subject Property") that was acquired as part of a water rights purchase; and

WHEREAS, Aurora Water has notified the Real Property Services Division ("RPS") that the Subject Property is surplus to Aurora Water's needs; and

WHEREAS, in compliance with Business Policy Memorandum ("BPM") 4 -14, Real Property Services Division coordinated with all City departments and completed the procedures necessary to declare the Subject Property surplus to the City's needs; and

WHEREAS, RPS received a competitive offer to purchase the Subject Property for $540,000; and

WHEREAS, the City now desires to enter into a Contract to Buy and Sell Real Estate (Land) to sell the Subject Property for no less than $540,000 to a known potential buyer based on offers to purchase the Subject Property; and

WHEREAS, pursuant to C.R.S. § 31-15-101(d), the City has the authority to acquire, hold, lease, and dispose of property, both real and personal; and

WHEREAS, the City Council of the City of Aurora finds and determines that it is in the best interest of the City and the residents of Aurora to sell the Subject Property located at 254 Donna Street, Fort Lupton, Colorado in Weld County for the sale price of no less than $540,000 after determining that the Subject Property is surplus to the City's needs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Resolution approving the Sale of City-owned Surplus Property Located at 254 Donna Street, Fort Lupton, Colorado in Weld County is hereby approved.

Section 2. The Mayor, City Manager or designee, and the City Clerk, are hereby authorized to execute and deliver any necessary documents on behalf of the City in substantially the form presented at this meeting, with such technical additions, deletions, and variations as the City Attorney may deem necessary or appropriate and not inconsistent with this Resolution.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

Section 4. This resolution shall take effect immediately without reconsideration.

RESOLVED AND PASSED this _____day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

Michelle Gardner RLA
_____
MICHELLE GARDNER, Sr. Assistant City Attorney

CITY OF AURORA
Council Agenda Commentary

Item Title: Tax Rebate Agreement – Vantage Data Centers
Item Initiator: Jeannine Rustad, Director, Planning & Business Development
Staff Source/Legal Source: Chad Argentar, Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

R2025-64 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND VANTAGE DATA CENTERS CO21, LLC ("COMPANY")
Chad Argentar, Project Manager, Planning and Business Development / Rachel Allen, Deputy City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Vantage develops and operates data centers and is considering Aurora and locations in Iowa and Texas to develop a new campus. The company has request incentives to support the establishment of this new facility in Aurora.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The company is considering constructing five buildings totaling 2 million square feet for a new data center campus in Aurora to be built over a 10-year period. Total investment is expected to be over $2 billion, consisting of $1.085 billion in construction and $921 million in equipment. The company and its affliates will create 45-50 new full time positions by its fifth year of operations. The resolution authorizes rebates to the company of 60% initially (dropping to 50% in year five) of the sales and use taxes generated by the project from "qualified construction materials" and "qualified equipment" used in the construction and operation of the facility over a 10-year term. The proposed tax rebate agreement would provide tax rebates up to a maximum of $38.925 million.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

The proposed incentive provides the company with a rebate of 50-60% of sales and use taxes generated from qualified construction materials and equipment used in the construction and operation of the proposed facility. The maximum rebate will be $38.925 million in exchange for a minimum of 10 years of operation and the creation of 45-50 new, full-time positions. During the term of the agreement, new city revenue from the project is projected to be $90.632 million from which the $38.925 million tax rebate will be paid from.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the Council wish to provide an incentive for Vantage Data Centers CO21, LLC under the terms of the proposed Tax Rebate Agreement?

LEGAL COMMENTS

The city may negotiate with any taxpayer who establishes, expands, or redevelops a commercial or industrial enterprise in the city for the waiver of sales or use taxes levied by the city upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise. (City Code Sec. 130-298). The terms and conditions of any sales or use tax waiver granted by the city shall be set forth in a written agreement between the city and the taxpayer, approved by resolution of the city council, and executed by the mayor. (City Code Sec. 130-298). (Allen)

RESOLUTION NO. R2025- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AUTHORIZING THE EXECUTION OF THE TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO ("CITY") AND VANTAGE DATA CENTERS CO21, LLC ("COMPANY")

WHEREAS, Company is a leading provider of data services; and

WHEREAS, Company is currently seeking a location to construct a new data center facility; and

WHEREAS, Company is considering a new data center campus, consisting of approximately two million square feet on 140-acres near E-470 and 48th Avenue in Aurora, Colorado (collectively, the "Facility"); and

WHEREAS, locating the Facility in the City is expected to generate significant capital investment and tax revenue for the City, and new employment opportunities for City residents; and

WHEREAS, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise ("Waiver"); and

WHEREAS, for the purposes of this Agreement, the Waiver shall include and operate as a rebate or repayment to the Company of the stated portion of the sales and use taxes they collected and paid to the City; and

WHEREAS, the City has agreed to rebate a portion of the City sales and use tax levied upon Company as an incentive to and in consideration for Company's establishment of a commercial enterprise in the City and the employment of City residents who have valid qualifications to fill vacant job positions at said enterprise; and

WHEREAS, the total amount of the Rebate shall not exceed thirty-eight million nine hundred twenty-five thousand dollars ($38,925,000); and

WHEREAS, Chapter 130-299 of the City Code requires the terms and conditions of any sales and use tax incentive be set forth in a written agreement between the parties, which agreement must be approved by resolution by the City Council and executed by the Mayor; and

WHEREAS, the City finds and determines that entering into this Agreement is in the best interests of the Authority and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Tax Rebate Agreement between the City of Aurora and Vantage Data Centers CO21, LLC regarding the data center campus located near E-470 and 48th Avenue is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized to execute the attached agreement in substantially the form presented at this meeting with such technical additions, deletions, and variations as may be deemed necessary or appropriate by the City Attorney.

Section 3. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____
RACHEL ALLEN, Deputy City Attorney

TAX REBATE AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND VANTAGE DATA CENTERS

THIS AGREEMENT (this "Agreement"), made and entered into as of this ____ day of _____, 2025, by and between the City of Aurora, a home rule municipal corporation of the State of Colorado ("City") and Vantage Data Centers CO21, LLC, a Delaware limited liability company (the "Company"). The City and Company are collectively referred to as the Parties ("Parties") or individually as Party ("Party").

WITNESSETH:

WHEREAS, Company is a leading provider of data services; and

WHEREAS, Company is currently seeking a location to construct a new data center facility; and

WHEREAS, Company is considering a new data center campus, consisting of approximately two million square feet on 140-acres near E-470 and 48th Avenue in Aurora, Colorado (collectively, the "Facility"); and

WHEREAS, locating the Facility in the City is expected to generate significant capital investment and tax revenue for the City, and new employment opportunities for City residents; and

WHEREAS, Section 130-298 of the City Code authorizes the City to negotiate with any taxpayer who establishes, expands or redevelops a commercial or industrial enterprise in the City for the waiver of sales and use tax levied by the City upon such taxpayer as an incentive to the establishment, expansion, or redevelopment of such enterprise ("Waiver"); and

WHEREAS, for the purposes of this Agreement, the Waiver shall include and operate as a rebate or repayment to the Company of the stated portion of the sales and use taxes they collected and paid to the City; and

WHEREAS, the City has agreed to rebate a portion of the City sales and use tax levied upon Company as an incentive to and in consideration for Company's establishment of a commercial enterprise in the City and the employment of City residents who have valid qualifications to fill vacant job positions at said enterprise.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and provisions herein contained, the Parties hereto covenant and agree as follows:

1. Rebate of City Sales and Use Tax. Subject to the terms and conditions set forth in this Agreement (including without limitation the rebate process included in paragraph 2 below), the City hereby agrees to rebate to Company the City sales and use tax for the Facility as follows (the "Rebate"):

(a) Rebate, according to the percentages and periods described in Exhibit A, certain percentages of the total amount of City sales and use tax legally due in accordance with Section 130-61 of the City Code by Company or Company's contractors of the type of materials and fixtures that are subject to the sales and use tax imposed thereby with respect to the Facility ("Qualified Construction Materials"); and

(b) Rebate, according to the percentages and periods described in Exhibit A, certain percentages of the total amount of City sales and use tax on all sales to, the use, storage, distribution or consumption by Company of all equipment and building fixtures which could qualify as depreciable assets of more than $500 used by or for the benefit of the Facility ("Qualified Equipment"). For purposes of this Agreement, the term "Qualified Equipment" shall not include consumable expenses.

The total amount of the Rebate shall not exceed thirty-eight million nine hundred twenty-five thousand dollars ($38,925,000). Company shall have the right to accrue Rebate eligible costs incurred for Qualified Construction Materials and Qualified Equipment starting on or after May 1, 2025 and ending ten (10) years after the Start of Term (the "Rebate Period"). The Start of Term commences on the earliest to occur of: 1) the issuance of the temporary or final certificate of occupancy for the Facility; 2) if no new certificate of occupancy is required, the date of the first final inspection for any building permit issued at the Facility subsequent to this Agreement; or 3) if no new certificate of occupancy is required, the date which Company takes occupancy of the Facility and starts operations (the "Start of Term"). The Start of Term must commence no later than five years from the date of Agreement execution. After the Start of Term and subject to Company's satisfaction of the requirements in Section 2 and 6 of this Agreement, Company shall have the right to request a Rebate.

For purposes of this Agreement, "City sales and use tax" shall include all sales and use taxes included in the City Code other than the 0.25% sales and use tax dedicated for the purpose of defraying the costs associated with increased staffing of the City police department and the operation and maintenance of the City detention facility.

For purposes of this Agreement, Section 130-298 of the City Code authorizes the City to negotiate with any Company who establishes, expands or redevelops a commercial or industrial enterprise in the City for the Waiver of sales and use tax levied by the City upon such Company as an incentive to the establishment, expansion, or redevelopment of such enterprise; and the Waiver shall include and operate as Rebate or repayment to the Company of the stated portion of the sales and use taxes they paid to the City.

2. Requirements for Rebate of City Sales and Use Tax. The City hereby agrees to the Rebate, which shall be made contingent upon the following:

(a) With regard to the City sales and use tax levied upon Qualified Construction Materials, the City shall rebate all taxes pursuant to paragraph 1 and Exhibit A for the issuance of the building permit for the Facility. Company shall submit a

Compliance Report as required by paragraph 9 of this Agreement (the "Compliance Report") prior to or at the same time they submit a request for the Rebate to the City. Upon receipt from the Company to the City of both the Compliance Report pursuant to paragraph 9 and Rebate request, the City shall have 60 days after receiving the complete documentation to review the request and an additional thirty (30) days to rebate such taxes eligible for rebate to the Company.

(b) With regard to the sales or use tax levied upon Qualified Equipment, the City shall rebate all such taxes pursuant to paragraph 1 and Exhibit A. Upon receipt from the Company to the City of both the Compliance Report pursuant to paragraph 9 and Rebate request, the City shall have 90 days after receiving the complete documentation to review the request and an additional thirty (30) days to rebate such taxes eligible for rebate to the Company.

(c) In no event shall City sales or use tax be rebated on any transaction eligible for rebate under this Agreement unless and until Company has submitted building permits, invoices or other evidence reasonably acceptable to the City of the payment of such tax by Company or its contractors, subcontractors or suppliers or any retailer licensed by the City. Notwithstanding anything in this Agreement to the contrary, Company shall have up to one hundred twenty (120) days following the expiration of the Rebate Period within which to submit a request for Rebate to the City ("**Rebate Request**"); provided that in no event shall any such Rebate Request be accepted beyond such one hundred twenty (120) days. Rebate Requests for Qualified Equipment expenditures must be received by the City within twenty-four (24) months of the invoice date in order to be eligible for rebate to the Company, the exception being that Rebate Requests for Qualified Equipment expenditures incurred from the start of the Rebate Period through the Start of Term may be included in the first Rebate Request corresponding with Period 1. The amount of any such Rebate shall be included in the total amount of the City sales and use tax rebate granted pursuant to this Agreement.

(d) City sales and use tax will not be rebated for any Reporting Period until and unless the Compliance Report for the applicable Reporting Period has been submitted that demonstrates Company's Average Annual Salary and Full-Time employee count has not fallen below the minimum requirements for the applicable Reporting Period as described in Exhibit A. City sales and use tax will not be rebated for any Reporting Period until and unless the Company creates and maintains the required number of full-time jobs in Aurora and at the Facility, as set forth in paragraph 6 and Exhibit A of this Agreement.

(e) City sales and use taxes included in Company's Rebate Request must have been incurred during and correspond with the most recent Reporting Period, the exception being that eligible taxes incurred from the start of the Rebate Period through the Start of Term may be included in the first Rebate Request corresponding with Period 1.

3. Limitation on the Rebate. In no event shall the total amount of the Rebate at any time hereunder exceed the total amount of City sales and use tax revenue actually generated by, or in connection with the construction of, the Facility.

4. Location of Facility. The Facility shall be located in the City. Only Company's operations at the Facility during the Rebate Period (and construction of the Facility prior to the Rebate Period) shall be eligible for consideration of Company's economic impact upon the City for purposes of this Agreement.

5. Length of Operation. At a minimum, Company (or its successors or assigns) shall operate the Facility in the City for a period of ten (10) years ("Operation Period") from the Start of Term. If, at any time prior to that date, Company decides to terminate its operations at the Facility, Company shall provide the City with written notice of such decision no later than thirty (30) days prior to the actual termination of operations.

6. Creation of Jobs. Company hereby commits that in Aurora it shall create and maintain jobs at the Facility in accordance with the schedule in Exhibit A. Such created and maintained jobs shall be limited to full-time and full-time equivalent contracted employees hired for a wage, salary, fee or payment to perform work for Company at the Facility and shall not include temporary construction jobs. The average annual salary shall be no less than in the schedule below, exclusive of benefits, for the applicable periods; provided that for any period that is less than one full year, such average annual salary shall be prorated. Bonus amounts will be equitable among employees and no one employee, or group of upper-management employees, will receive a majority or fifty percent (50%) of the bonus to account for the average annual salary requirement.

A minimum of the Average Annual Salary as set forth in Exhibit A, exclusive of benefits, shall be maintained throughout the ten (10)-year period commencing upon the first December 31 following the first anniversary date of the Start of Term.

The Average Annual Salary shall be determined by dividing the total compensation paid to the employees at the Facility (exclusive of benefits) by the total number of full-time and full-time equivalent contracted employees at the Facility. Full-time and full-time equivalent contracted employees are those working on average 32 paid hours per week or 1,820 hours over the course of a year at the Facility during the applicable Reporting Period in Exhibit A ("Reporting Period"). Total compensation is per W-2, Box 16 for employees.

Either the Company or Vantage Data Centers Management Company, LLC (or an affiliate or successor thereof) may employ the employees as outlined in Exhibit A.

7. Employees Residing Within City. Company shall review applications for employment at the Facility from qualified job seekers recommended to Company by the local county workforce development office.

8. Promotion of Location within City. Company shall make commercially reasonable efforts to not intentionally misrepresent to the general public the Facility's municipal location. Nothing herein shall restrict Company from making general statements regarding the location of

the Facility (with or without reference to Aurora) in a manner consistent with the disclosure of its other facilities (e.g. the Facility is one of 10 such facilities in Colorado). If the City determines Company has not materially complied with this requirement, the City will provide written notice to the Company and the Company will make commercially reasonable efforts to cure such non-compliance.

9. Compliance Reporting Requirements. Within 120 days following the close of each calendar year during the Rebate Period, commencing on the completion of Period 1, Company shall submit a written report to the City concerning its local operations (the "Compliance Report") for the 12-month period ending December 31 of the same calendar year. Upon written notification to the City, Company shall be granted an additional thirty (30) days to submit the Compliance Report. The Compliance Report shall generally be in the form set out in Exhibit B to this Agreement. No Rebate request will be reviewed unless and until the Compliance Report is submitted to the City as required in this Agreement. Company shall certify in the Compliance Report that it is in compliance with its various obligations hereunder and shall provide the following information to the City:

(a) The number of employees at the Facility, the total hours worked by each employee, and the total amount paid to each employee, and the average hourly wage paid to such employees during the preceding calendar year (as shall be prorated for any partial year employment); and

(b) A brief description of any coordination efforts with the City to promote the fact that the Facility is located within the City, and a description of the percentage of full-time employees that reside within the City.

In no event shall Company be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) of specific employees as part of the Compliance Report. Upon the City's prior written request, the Company shall allow the City to review the Company's records and documents electronically or those on location at the Facility that are directly related to the Compliance Reports for the sole purpose of verification of the information contained in the Compliance Reports; provided, however, such review must be done during normal business hours no more than once per calendar year, the City shall not be permitted to photocopy any documentation, the Company may withhold any information it reasonably deems to be sensitive information, and the City agrees it will make best efforts not to interrupt the Company's business with such reviews.

Company shall provide a final compliance report ("Final Compliance Report") within 120 days after the 10th Anniversary of the Start of Term. Company shall submit the Final Compliance Report to the City, also certifying therein that it has fully complied with its various obligations hereunder.

10. Compliance with Laws. Approval of this Agreement by the City does not imply the approval of any development plan related to the Facility, and the City makes no expressed or implied representation, assurance or commitment that Company may lawfully construct, occupy, and operate the Facility. Company is required to engage in the normal City approval processes,

which may include zoning, building, licensing, inspection and other requirements before constructing, occupying or operating the Facility. Company hereby warrants to the City that, as of the date of this Agreement to the Company's knowledge, the Facility shall be in material compliance with all applicable zoning and other federal, state, county, and City statutes, rules, regulations, and ordinances, subject to any waivers or variances that Company may obtain, at the Start of the Term.

11. Company's Failure to Meet Obligations.

(a) Termination of Operations. If, for any reason, Company should fully terminate its operations in the City at any time prior to the expiration of the Operation Period described in paragraph 5 of this Agreement (without assignment of this Agreement pursuant to paragraph 14), then Company shall, within thirty (30) days following written demand therefor by the City, promptly repay to the City an amount equal to ten percent (10.00%) of the Rebate actually received by Company pursuant to this Agreement, multiplied by the total number of calendar years remaining in said period, which payment shall be deemed full satisfaction of Company' obligations under this Agreement.

(b) Jobs below Minimum Requirements. If, for any reason, Company should fail to achieve 90% of the job creation and retention requirements set forth in paragraph 6 of this Agreement in any of the Reporting Periods set out in paragraph 6, then Company shall, within sixty (60) days following written demand therefor by the City, promptly repay to the City an amount calculated in accordance with the following formula:

> ((Total Rebate actually received by Company ÷ Minimum jobs required to be created) x Number of jobs below minimum required to be created)) x 10% = Amount to be repaid

Company's compliance with said job retention and creation requirements shall be measured for each Reporting Period identified in Section 6 and Exhibit A.

(c) Failure to Comply with Compliance Reporting Requirements. If the Company fails to provide a Compliance Report to the City for two or more consecutive years, the City shall have the right to terminate this Agreement with sixty (60) days written notice to Company. Upon receipt by Company of written notice indicating failure to provide a Compliance Report to the City for two or more consecutive years, Company shall have sixty (60) days to cure any such alleged failure, otherwise this Agreement may be terminated by the City without any further notice. If it is determined that Company failed to meet the job creation requirement set forth in paragraph 6 of this Agreement during any such Reporting Period it failed to submit the Compliance Report(s), Company shall promptly repay to the City an amount calculated in accordance with the formula included in paragraph 11(b) above.

(d) Limitation of Liability. Notwithstanding anything to the contrary contained herein, the Company's liability shall not be greater than the total amount of the Rebate received by the Company hereunder.

(e) Surety Bond: Company agrees to obtain a surety bond or letter of credit equal to the amount that could be subject to repayment to the City (and in an initial amount of $150,000). Should the maximum amount of repayment increase beyond the initial amount of the surety bond or letter of credit, the Parties will meet to agree upon the amount of any additional surety bond or letter of credit. No rebate will be provided until a surety bond or letter of credit is provided in form acceptable to the City and in amount equal to or greater to the maximum repayment obligation of Company at any given time. The City's acceptance shall not be unreasonably withheld.

(f) Force Majeure: If the Company's performance of any of its obligations in this Agreement is prevented or delayed by any unforeseeable cause outside of Company's control, including without limitation any act or omission of government, meteorological phenomenon that cannot reasonably be anticipated, fire, flood, earthquake, war or armed conflict, strike, actions of labor unions, natural disaster, health emergency, epidemic, pandemic, sabotage, explosion, riot, lawful orders, or any other act of god or uncontrollable force that has also been declared an emergency pursuant to City Code Sec. 38-34 (each a "Force Majeure Event"), the Company shall not be in default of this Agreement as a result of such prevented or delayed performance, provided that the Company makes all reasonable efforts to prevent, avoid, and/or mitigate any and all impacts of any such Force Majeure Event and provides notice to the City that a Force Majeure Event has occurred and, in such instance, the obligation to meet job and salary expectations set forth on Exhibit A or other milestone events, payment of the Rebate, and the Rebate Period shall each be extended day for day for the length of the Force Majeure Event.

12. Right to Terminate Agreement Without Cause. Any extension of the Rebate beyond the close of the then current fiscal year shall be subject to the right of City Council or Company to terminate this Agreement as provided in this paragraph. If, on or before the final day of the fiscal year, either the City Council or Company, in their sole discretion and for any reason, determines that the rebate of City sales and use tax should not continue on into the ensuing fiscal year, it may terminate this Agreement upon immediate written notice to the other party. In such event, Company shall be entitled to claim such rebate through and including the final day of the then current fiscal year. The termination of this Agreement shall be without penalty and recourse to the terminating party, except as otherwise set forth in this Section. If the Company elects to terminate this Agreement pursuant to this Section, then Company shall, within sixty (60) days following written demand therefor by the City, promptly repay to the City an amount equal to ten percent (10%) of the Rebate actually received by Company pursuant to this Agreement, multiplied by the total number of calendar years remaining in said period, which payment shall be deemed full satisfaction of Company' obligations in this Agreement. Should either party fail to take affirmative action to terminate this Agreement prior to the close of the then current fiscal year, such rebate shall be deemed automatically renewed and in full force and effect for the ensuing fiscal year, provided that such year falls within the Rebate Period.

13. Effective Date. The City's commitment to provide the rebate of City sales and use tax described herein shall become effective upon the approval of this Agreement by the City Council. This Agreement should be signed by Company and delivered to the City at least 10 days prior to Council approval.

14. Non-Assignability. The City's commitment to provide the rebate of City sales and use tax described herein is made in favor of Company or any Affiliates of Company only and, as such, with the exception of any Affiliate of Company (to which Company may assign in its their discretion without prior written consent of the City or any other party), this Agreement is not assignable by Company, nor is it transferable by operation of law or otherwise to any entity, except with the prior written consent of the City Manager of the City, which shall not be unreasonably withheld, conditioned or delayed. For purposes of this Section the term "Affiliate" shall mean any entity that, directly or indirectly, is controlled by, controlled or in common control with the Company.

15. Amendment. This Agreement may be amended only with the prior written consent or approval of each of the Parties hereto by an agreement in writing duly authorized and executed by the Parties with the same formality as this Agreement.

16. Entire Agreement. Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the Parties with respect to the subject matter hereof and neither party has relied upon any fact or representation not expressly set forth herein.

17. No Implied Terms. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist as among the Parties except as expressly stated herein.

18. Headings for Convenience. All headings and captions used herein are for the convenience of the Parties only and are of no meaning in the interpretation or effect of this Agreement.

19. Open Records. The City will comply with the Colorado Open Records Act in connection with any requests for this Agreement or any documents or information related to or prepared in connection therewith, and if the City receives a request for information under such act, the City will promptly notify Company of the request.

20. Applicable Law; Venue; Waiver of Jury Trials. This Agreement shall be interpreted and enforced according to the laws of the State of Colorado, without regard to the choice of law thereof. The Parties agree that venue for any litigated disputes regarding this Agreement shall be the federal and state courts in and for Arapahoe County, Colorado. Each party hereby agrees that any litigated dispute regarding this Agreement shall be tried to a judge without a jury, and expressly waives any right to a trial by jury.

21. Severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. Should the waiver or rebate of City sales and use tax described herein be judicially adjudged to be illegal, invalid, or unenforceable under present laws effective during the term of this Agreement, or contrary to public policy by a court of competent jurisdiction, this Agreement shall immediately terminate without penalty or recourse to the City or Company. Otherwise, should any one or more of the provisions of this Agreement be judicially adjudged illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or contrary to public policy by a court of competent jurisdiction without

a corresponding determination being made with regard to such waiver or rebate itself, and the basis of the bargain between the Parties hereto is not destroyed or rendered ineffective thereby, the remainder of this Agreement shall not be affected, impaired, or invalidated, the intent of the Parties being that such provision or provisions are severable.

22. Multiple Originals. This Agreement may be simultaneously executed in any number of counterparts, each of which shall be deemed original but all of which constitute one and the same Agreement.

23. No Attorney's Fees or Costs. In the event of any litigation, non-binding mediation or other dispute resolution process arising out of this Agreement, the Parties agree that each party is responsible for it its own legal expenses.

24. Expenses and Apportionment. Except as otherwise expressly set forth in this Agreement, each of the Parties will bear its own expenses in connection with the transactions contemplated by this Agreement.

25. Joint Draft. The Parties agree they drafted this Agreement jointly with each having the advice of legal counsel and an equal opportunity to contribute to its content.

26. Intent of Agreement. This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to and shall not be deemed to confer any rights or responsibilities upon any persons or entities not signatories hereto.

27. Notices. All notices, consents, reports, demands, requests and other communications required or permitted hereunder ("Notices") shall be in writing, and shall be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by PDF or email with an original copy thereof transmitted to the recipient by one of the means described in subsections (a) or (b). All Notices shall be deemed effective when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this section, then the first attempted delivery shall be deemed to constitute delivery; and provided further, however, that Notices given by PDF or email shall be deemed given when received. All Notices shall be sent to the addressee at its address set forth below or any other such address as either party may hereafter designate by written notice to the other party.

FOR THE CITY:
City of Aurora, Colorado
15151 East Alameda Parkway, Suite 2300
Aurora, Colorado 80012
Attn: Business Development
Email: cargenta@auroragov.org

with a copy to:

City of Aurora, Colorado
15151 East Alameda Parkway
Aurora, Colorado 80012
Attn: City Attorney
Email: rallen@auroragov.org

FOR COMPANY:
Vantage Data Centers CO21, LLC
Attn: Tax Department
200 Clayton St, Suite 500
Denver, CO 80206
Email: tax@vantage-dc.com

with a copy to:

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year first written above.

CITY
CITY OF AURORA, COLORADO

Mike Coffman, Mayor

Date of Signature

ATTEST:

Kadee Rodriguez, City Clerk

Date of Signature

APPROVED AS TO FORM:

RACHEL ALLEN, Client Group Manager

05/22/2025
Date of Signature

COMPANY

Vantage Data Centers CO21, LLC

Name:

Title: VP, TAX

Date: 5/21/2025

Title:

Date:

EXHIBIT A

Period	Reporting Period	Rebate Percentage of Qualified Sales and Use Taxes	Minimum Number FTE at End of Period**	End of Year Average Annual Salary
0*	Start of Rebate Period through Start of Term	60%	N/A	N/A
1	Start of Term through December 31 of the SAME YEAR	60%	11***	$93,200
2	January 1 through December 31 of the following year	60%	19 (17)	$93,200
3	January 1 through December 31 of the following year	60%	28 (25)	$93,200
4	January 1 through December 31 of the following year	60%	39 (35)	$93,200
5	January 1 through December 31 of the following year	60% (Jan. 1 through anniversary of Start of Term date)/50% remainder of year	50 (45)	$93,200
6	January 1 through December 31 of the following year	50%	50 (45)	$93,200
7	January 1 through December 31 of the following year	50%	50 (45)	$95,000
8	January 1 through December 31 of the following year	50%	50 (45)	$96,900
9	January 1 through December 31 of the following year	50%	50 (45)	$98,900
10	January 1 through December 31 of the following year	50%	50 (45)	$100,800
11	January 1 of the following year through the 10th anniversary date of the Start of Term.	50%	50 (45)	$102,900

* No Compliance Report required in Period 0

** Figures in parenthesis represent a 10% reduction in the minimum number of jobs required for that Reporting Period to accommodate fluctuations in employment.

*** Required Minimum if Company requests a rebate during Period 1

EXHIBIT B

COMPLIANCE REPORT SAMPLE FORMAT

_____, 20XX

Economic & Business Development Supervisor
Planning & Development Services
City of Aurora
15151 E. Alameda Parkway
Aurora, CO 80012

Re: COMPLIANCE REPORT/REBATE REQUEST: Pursuant to the Tax Rebate Agreement between the City of Aurora, Colorado and Company dated _____ ("Agreement")

_____:

Company is submitting this compliance report as required by the above referenced Agreement.

Please provide a brief narrative of current operations and project status and state that "Companies certify that they are in full compliance with the various obligations of the Agreement as described below". *If not in full compliance, explain why. If a rebate request is being submitted at the same time, please complete the "rebate request" section.*

AGREEMENT OBLIGATIONS

- **Location of Facility (Paragraph 4 of the Agreement):** *State how you are complying with this requirement.*
- **Length of Operation (Paragraph 5 of the Agreement):** *State how you are complying with this requirement and reference the Start of Term (Paragraph 1).*
- **Creation of Jobs (Paragraph 6 and Exhibit A of the Agreement):** *Reference "anniversary date" and provide tables showing jobs/salaries provided vs actual:*

	Required Jobs	**Actual Jobs**	**Difference**
Period 1	_____	_____	_____
Period 2	_____	_____	_____
Period 3	_____	_____	_____
Etc.			

	Ave Salary/Wage	**Actual**	**Difference**
Period 1	$_____	$_____	+/- $_____
Period 2	$_____	$_____	+/- $_____
Period 3	$_____	$_____	+/- $_____
Etc.			

In no event shall Company be required to disclose the names or other sensitive personally identifiable information (such as social security numbers, home addresses or telephone numbers) or specific employees.

- **Employees Residing Within City (Paragraph 7 of the Agreement):** *Describe efforts made to review applications for employment at the facility from qualified job seekers recommended to the Company by the local county workforce development office, if any.*

REBATE REQUEST

If your Compliance Report also has a Rebate request in it, please summarize your requested Rebate here and attach supporting documentation (summary, proof of payment, etc.)

Qualified Construction Materials *(if applicable to your agreement)*

For any Building Use Taxes paid that was not waived at the counter, please provide a summary of amounts paid and the Rebate request here. On separate sheets, provide a spreadsheet and supporting documentation for building use taxes paid:

Example

Paid Date	Contractor	Permit Summary	Amount Paid	Rebate Requested
Total				

Qualified Equipment *(if applicable to your agreement)*

For taxes on Qualified Equipment, please summarize amounts and rebate requested here. On separate sheets, provided a spreadsheet that itemizes qualified equipment purchases.

Example

Paid Date	Vendor	Equipment Description	Amount Paid	Unit Price	Rebate Requested
Total					

CITY OF AURORA
Council Agenda Commentary

Item Title: Neglected or Derelict Property Ordinance
Item Initiator: Jessica Prosser, Director of Housing and Community Services
Staff Source/Legal Source: Jessica Prosser, Director of Housing and Community Services / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Safe: Promoting safety in our built environment through effective administration of city codes and ordinances and responding to emergencies appropriately to preserve and enhance the community's sense of security and well-being.

COUNCIL MEETING DATES:

Study Session: 5/5/2025

Regular Meeting: 5/19/2025

2nd Regular Meeting (if applicable): 6/9/2025

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Waiver of Reconsideration: No
Sponsor: Council Member Hancock
Staff Source: Jessica Prosser, Director of Housing and Community Services / Angela Garicia, Senior Assistant City Attorney
Outside Speaker:N/A
Estimated Time: 10 Mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation

☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The City of Aurora is increasingly encountering a troubling trend where property owners treat fines and court appearances as a routine cost of doing business rather than an incentive to comply with City Codes. In many cases, properties are opting to face legal action rather than address basic life safety concerns and bring apartment units up to the minimum standards for habitability.
This issue extends beyond multi-family housing. Several commercial properties have also fallen into significant disrepair, contributing to a broader pattern of neglect. For example, one strip shopping center has had no electrical service to its units for several years. Other buildings remain boarded up and vacant, becoming targets for frequent break-ins and contributing to neighborhood blight.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Neglected or Derelict Building or Property Ordinance is a last resort measure empowering the City of Aurora to seek the Court's intervention when a property has fallen into such disrepair that it poses a serious threat to the health, safety, and well being of those around it. Through this process, the City may request that a receiver be appointed to take control of the property and carry out the critical life-safety repairs that the owner has failed to perform. Before the City petitions for a receiver, the property owner will have the opportunity to propose a remedial plan to bring the property into compliance with the code, thereby eliminating the need for the City to petition for a receivership.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☒ Non-Budgeted Expenditure Impact
☒ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

No impact on this year's budget

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

In the event the City is required to intiate the receiver component of this ordinance, there would be non-budgeted expenditures associated with petitioning the court, appointing a receiver, and facilitating the necessary repairs to bring the neglected or derelict property into compliance. While these costs are not accounted for in the current budget, they would be secured as a lien against the property and recovered through a special assessment process administered by the county in which the property is located. This mechanism allows the City to take timely action without absorbing the long-term financial burden, while ensuring property owners remain ultimately responsible for the cost of bringing their properties into compliance.

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

No additional FTES are being requested at this time. Bringing the property into compliance with applicable codes will place added pressure on existing staff across multiple departments. However, as this measure is considered a last resort for achieving compliance, the associated workloaded with be absorbed with current staffing levels.

QUESTIONS FOR COUNCIL

Does Council wish to approve this ordinance to move forward to the regular meeting?

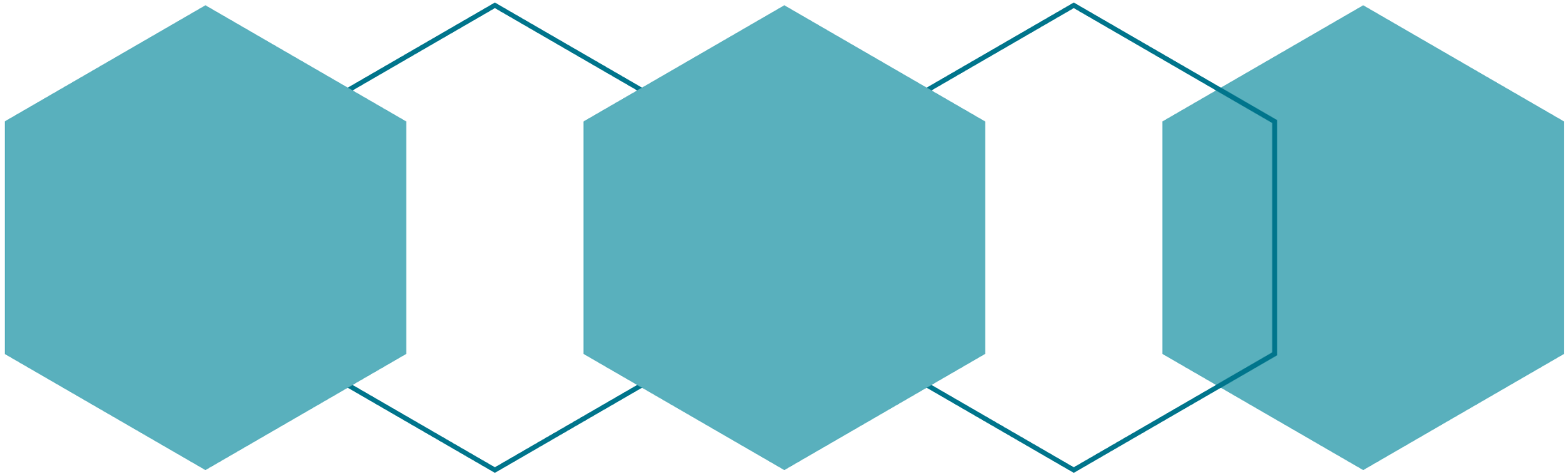
LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code Section 2-32 and C.R.S Section 31-15-103) (Garcia)

Neglected or Derelict Buildings or Property Ordinance

Jessica Prosser
Director of Housing and Community Service

Why This Matters



Public Safety

Neglected buildings create hazards to health and safety

Community Impact

Derelict properties create areas of blight

Quality of Life

Enforcement is essential to safeguard and enhance the quality of life for everyone.

What Makes a Property “Neglected and Derelict”?

- **Unsafe Conditions**
  Property presents serious hazards
- **Vacant & Boarded**
  Not occupied for 3+ months, boarded up, no construction
- **Repeat Violations**
  3+ violations within 2 years
- **Continuous Violation**
  6+ months with no corrective action
- **Neighborhood Nuisance**
  Defined by 62-75(b)




1655




Galena
70
40
287

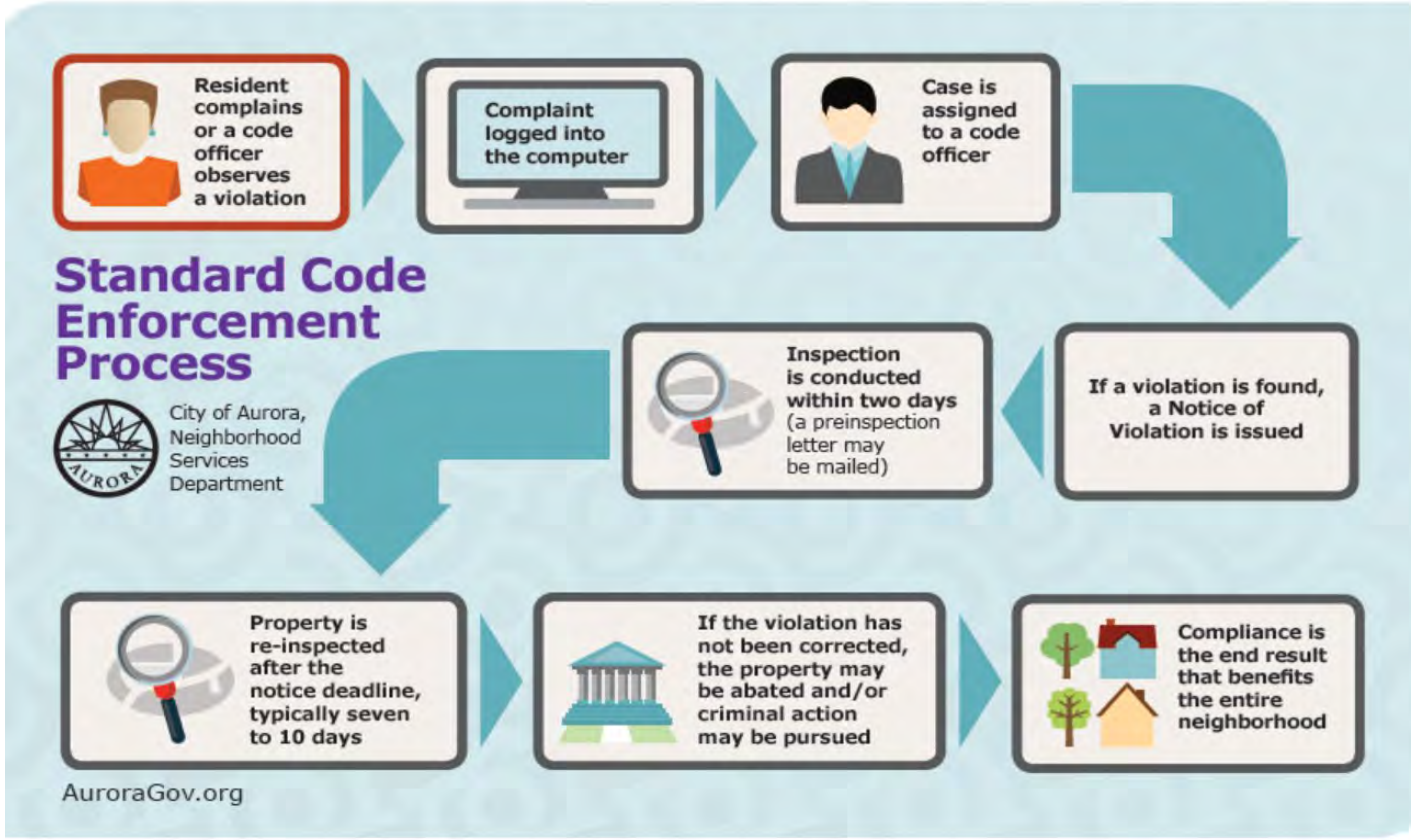






Current Enforcement and Tools

- **Notice of Violation –** Written Warning
- **Systematic Apartment Housing Inspections** – Administrative Fines
- **Property Abatement** – Trash, Debris & Vegetation
- **Municipal Court Summons** – Fines up to $2650 and/or up to 364 days in jail
- **Habitability Abatement** – Removal of Tenants



Why

It provides an additional enforcement tool that can be seamlessly incorporated at any stage of the existing enforcement process.

The Process

Notice of Violation
Written notice stating the nature of the violation



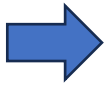
Remedial Plan
The owner submits the plan within 30 days



Show Cause Hearing
If no plan is submitted or not followed



Final Order
Determination, penalties, and abatement deadlines



Court Injunction
District court orders the appointment of a receiver



Receiver Appointment
Takes control of the property to complete work



Property Management
Receiver operates property, collects rent, makes repairs



Cost Assessment
All costs assessed against the owner as a property lien

Compliance

Upon achieving compliance with City codes, the City will petition the District Court to release the property from receivership and restore responsibility back to the owner.

Question for Council

Move the Neglected or Derelict Building or Property Ordinance forward to the regular meeting

MEMORANDUM

City of Aurora

Worth Discovering • auroragov.org

Housing and Community Services
15151 E Alameda Pkwy, Suite 4500
Aurora, Colorado 80012
303.739.7280

TO: City Council

FROM: Jessica Prosser, Director, Housing and Community Services

DATE: May 9, 2025

SUBJECT: Neglected or Derelict Buildings or Property Ordinance

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The intent of this ordinance is not to be punitive but instead to gain compliance and eliminate the burden neglected or derelict building or properties place on neighborhoods and the community in general.

1. Historic preservation clauses and notification
    a. Section 62-75(b)(6) provides a definition for *Historic Property*.
    b. The Historic Preservation Commission (HPC) **must give their written approval** before a remedial plan proposing to demolish or alter the exterior of a historic structure is implemented. As such, the HPC will be given notice if a historic property meets the criteria of a neglected or derelict building or property.
2. Owner and Public notification requirements
    a. Section 62-76(g)(1) – The Notice of Violation and Notice of Placement on the Neglected and Derelict Building (NADB) list may be served by hand delivery to the owner or by sending it first-class mail, postage prepaid **and by posting the Notices in a conspicuous place on the property**.
    b. If service of the Notice of Show Cause hearing cannot be accomplished by hand delivery or certified mail, service may be made by **posting it in a conspicuous place on the property** for at least ten (10) days before the hearing **and publishing it once in a daily newspaper of general circulation** at least ten (10) days and no more than twenty (20) days before the hearing.
    c. For public notification of the NABD list, **added** Section 62-78(b)(2) – The director shall make the neglected and derelict building list available to the public by publishing it on the City of Aurora website.
3. Unbiased, non-punitive language
    a. Before a building or property is deemed neglected or derelict, **at least one of the circumstances must exist on the property**.
    b. Section 62-75(c) specifies what circumstances must exist for a building or property to be deemed neglected or derelict:

Any one (1) or more of the following circumstances must exist on the property to be deemed a neglected or derelict building or property:

1. The property is unsafe; however, this factor shall be considered only in the following circumstances:

i. In combination with one or more of the circumstances listed below; or

ii. When the term "property" references a utility or parcel of land.

2. The property is, for three (3) consecutive months:
   i. Not lawfully occupied;
   ii. Wholly or partially boarded up; and
   iii. Does not show evidence of substantial and ongoing construction activity;
3. The property is not lawfully occupied and has been in violation of any provision of city or state law on three (3) separate occasions within a two-year period;
4. The property has been in continuous violation of a city or state law for six (6) months or longer with no evidence of substantial and ongoing construction work or other corrective activity;
5. The property is not lawfully occupied and any city utility bill for the premises has been due and unpaid for a period of at least one (1) year; or
6. The property is a neighborhood nuisance as that term is defined in section 62-75(b) of this article.

4. Appeal process

Property owners are provided with due process through the appeal process. Property owners may appeal:

a. The notice of violation;
b. The requirement to post no trespassing signs;
c. The rejection of a remedial plan;
d. The director's determination that the owner has failed to comply with an approved remedial plan; and
e. The director's determination to order or take emergency abatement action.

5. Neighborhood Nuisance and Criminal Nuisance Property

a. Section 62-75(10) provides the definition of a ***neighborhood nuisance***: Property that is a danger to the public health, safety or welfare, is structurally unsafe or unsanitary, is not provided with adequate safe egress, constitutes a fire hazard, is otherwise dangerous to human life, or in relation to the existing use constitutes a danger to the public health, safety or welfare. Factors the director shall consider when determining if the property is a neighborhood nuisance include:
   - Any current or prior code violations or violations of other ordinances or statutes;
   - The property is vacant or abandoned;
   - The grounds are maintained;
   - Structure's interior is sound;
   - The property has been vandalized or subject to other destructive activity;
   - The property is within a one-thousand-foot (1,000-foot) radius of a school, park, or recreation center;
   - The length of time any of the above conditions have existed;
   - If building occupied, an owner obligated by law or lease to provide services, make repairs, purchase fuel or other needed supplies, or pay utility bills has failed to do so; and

- Other relevant factors as the director determines.

b. Section 62-61 of the City Code defines **criminal nuisance property** as any kind of structure, edifice, building, or unit(s) thereof on or in which certain activities has occurred or is occurring, or used to commit, conduct, promote, facilitate, or aid the commission of any of the activities such as prostitution; human trafficking; professional gambling; felony or misdemeanor theft. (See code sec. 62-61(1)-(17) for list of activities.)

c. An administrative action for enforcement and abatement of a property or building deemed neglected or derelict may run concurrently with a criminal nuisance property action.

Jessica Prosser

Director of Housing and Community Services

2025-05-13

Date

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING CHAPTER 62 OF THE CITY CODE RELATED TO NEGLECTED OR DERELICT BUILDINGS OR PROPERTY.

WHEREAS, the existence of neglected or derelict buildings or properties within the City present significant hazards to the health, safety and welfare of the City's citizens; and

WHEREAS, neglected or derelict buildings or properties have a negative impact on the community and create areas of blight in the City; and

WHEREAS, it is the intent of City Council that the provisions of this Aurora City Code section be enforced and administered to gain compliance and eliminate the burden neglected or derelict buildings or properties place on neighborhoods and the community in general.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the City Code of the City of Aurora, Colorado, is hereby amended by adding an Article, to be numbered III, which Article shall read as follows:

ARTICLE III. NEGLECTED OR DERELICT BUILDINGS OR PROPERTY
Sec. 62-75. – Neglected or derelict buildings or property prohibited.
Sec. 62-76. – Administrative actions for enforcement and abatement.
Sec. 62-77. – Court actions for abatement.
Sec. 62-78. – Inspection and fees.
Sec. 62-79. – Collection of assessments; liens.
Sec. 62-80. – Registration of property owners and agents.

Sec. 62-75. – Neglected or derelict buildings or property prohibited.

(a) ***Purpose*. The purpose of this article is to prevent any buildings or property in the city from becoming or remaining neglected or derelict, as that term is defined in this article; to mitigate the blighting impacts of these properties; to provide for the regular inspection of properties that are or are likely to become neglected or derelict; and to assess fees for the costs of this program on those properties and owners who have and maintain any neglected or derelict buildings or property.**

(b) ***Definitions.* As used in this article, unless the context requires otherwise:**

(1) ***Abate*** **or** ***abatement*** **means to make the neglected or derelict property compliant with the Code, including Aurora Buildings and Building Code, Aurora Health and Housing Code, and all rules and regulations adopted pursuant to them.**

(2) ***Building*** **means any structure that is used or intended for use as a residence or for commercial, industrial or business purposes located in the city.**

(3) ***Aurora Buildings and Building Code*** **means the 2021 International Building Code and all subsequent amendments and reenactments.**

(4) ***Aurora Health and Housing Code*** **means article XV, chapter 22 of the Code and the rules and regulations promulgated under it, and all subsequent amendments and reenactments.**

(5) ***Hearing officer*** **means an officer or employee of the city or a person the city retained by contract to hear and decide all issues raised in a hearing.**

(6) ***Historic property*** **means a structure that has been designated as a structure for preservation in accordance with chapter 22 of the Code; or a structure within an area that has been designated as a district designated for preservation in accordance with chapter 22 of the Code; or a property listed in the National Register of Historic Places pursuant to section 101(a)(1)(A), National Historic Preservation Act of 1966, as amended.**

(7) ***Interested person*** **means an owner, mortgagee, lienholder, or other person or entity that possesses an interest of record or an interest otherwise provable in property that becomes subject to the provisions of this section.**

(8) ***Director*** **means the director of Housing and Community Services or the director's designee.**

(9) ***Neglected or derelict property*** **means any building, structure, utility, or property the director determined to be neglected or derelict under subsection (c) of this section.**

(10) ***Neighborhood nuisance*** **means a property that is a danger to the public health, safety or welfare, is structurally unsafe or unsanitary, is not provided with adequate safe egress, constitutes a fire hazard, is otherwise dangerous to human life, or in relation to the existing use constitutes a danger to the public health, safety or welfare. To determine whether a property is a neighborhood nuisance, the director shall consider the following factors:**

i. **Any current or prior Code violations or violations of other ordinances or statutes;**

ii. **The property is vacant or abandoned;**

iii. **The grounds are maintained;**

iv. **Structure's interior is sound;**

v. **The property has been vandalized or subject to other destructive activity;**

vi. The property is within a one-thousand-foot (1,000-foot) radius of a school, park, or recreation center as measured from the closest point of the property to the closest point of the property on which a school, park, or recreation center is located;

vii. The length of time any of the above conditions have existed;

viii. In the case of an occupied building, an owner obligated by law or lease to provide services, make repairs, purchase fuel or other needed supplies, or pay utility bills has failed to do so; and

ix. Other relevant factors as the director determines.

(11) ***Nonoccupant owner*** **means a natural person who owns a neglected or derelict property that is not the owner's primary residence and whose primary residence is located in the City of Aurora and with regard to a corporation, partnership, or limited liability company, it means a business entity that owns a neglected or derelict property that is not its principal place of business and whose principal place of business is located in the City of Aurora.**

(12) ***Nonresident owner*** **means a natural person who owns property within the City of Aurora and does not maintain a principal residence within the City of Aurora and for a corporation, partnership, or limited liability company, it means a business entity that owns property within the city whose principal place of business or agent for service of process or both is not located within the city.**

(13) ***Not lawfully occupied*** **means property that is unoccupied or uninhabited; property that is occupied or inhabited but that is not in compliance with the Aurora Health and Housing Code; property that is posted as unsafe, regardless of whether occupied; property that has been ordered vacated pursuant to section 22-606 of the Aurora Health and Housing Code; or property that is occupied only by trespassers or transients seeking temporary hiding or shelter.**

(14) ***Owner*** **means any person with a legal or equitable interest in property; a person who is under contract to purchase property by land installment contract or by a purchase contract; or a person who is acquiring property, or a legal or equitable interest in it, through foreclosure.**

(15) ***Property*** **means any building, utility, parcel of land, or real property.**

(16) ***School*** **means an educational institution having a curriculum comparable to that of a publicly supported elementary or secondary school, or any combination thereof, and requiring daily attendance; or an institution that is licensed as a childcare center pursuant to article 6 of title 26, C.R.S.**

(17) ***Substantial and ongoing construction activity*** **means construction activity that will result in the property being in compliance with all provisions of the Code, including the Aurora Buildings and Building Code; conducted under and pursuant to a valid building permit, if a permit is required for the work; and that has received an inspection approval under the Aurora**

Buildings and Building Code within sixty (60) days of an inspection conducted under section 62-81 of this article.

(18) *Unsafe* means the conditions of the property or building create a serious hazard to the health or safety of the occupants or of the public.

(19) *Vacant or abandoned building* means any building, structure or property, or portion thereof, including, but not limited to, all accessory or appurtenant structures, such as garages, sheds or storage facilities, that meets one of the following circumstances:

i. The property has not been lawfully occupied for sixty (60) days, demonstrates signs of neglect and has been wholly or partially boarded up and does not show any evidence of ongoing or substantial construction activity pursuant to a valid building permit;

ii. The property is not lawfully occupied for sixty (60) days and does not meet the basic level of property maintenance requirements;

iii. The property is not lawfully occupied and has been in violation of any provision of this Code on three occasions within a two-year period; or

iv. The property is not lawfully occupied and the tax on the premises has been due and unpaid for a period of at least one year.

(c) Neglected or derelict buildings or property. A property is neglected or derelict when any one (1) or more of the following circumstances exist on the property:

(1) The property is unsafe; however, this factor shall be considered only in the following circumstances:

i. In combination with one or more of the circumstances listed in subsections (2) through (6) below; or

ii. When the term "property" references a utility or parcel of land.

(2) The property is, for three (3) consecutive months:

i. Not lawfully occupied;

ii. Wholly or partially boarded up; and

iii. Does not show evidence of substantial and ongoing construction activity;

(3) The property is not lawfully occupied and has been in violation of any provision of city or state law on three (3) separate occasions within a two-year period;

(4) The property has been in continuous violation of a city or state law for six (6) months or longer with no evidence of substantial and ongoing construction work or other corrective activity;

(5) The property is not lawfully occupied and any city utility bill for the premises has been due and unpaid for a period of at least one (1) year; or

(6) The property is a neighborhood nuisance as that term is defined in section 62-75(b) of this article.

(d) *Prohibition.* It is unlawful for any person to permit any property to be neglected or derelict.

Sec. 62-76. Administrative actions for enforcement and abatement.

(a) *Emergency abatement or corrective action.* Whenever the director determines that a violation of this article is an imminent hazard to life, health, property, or public welfare, the director may order the owner to immediately abate or correct the condition causing the imminent hazard or may abate or correct the condition causing the imminent hazard. Within twenty (20) days of abating the imminent hazard, the director shall notify the owner:

(1) That the city took an abatement or corrective action,

(2) The fee of the abatement or corrective action, and

(3) That under subsection (d) of this section, the owner may appeal the director's decisions and the fee for any abatement or corrective action the city took.

(b) *Notice of violation.* Except as provided in subsection (a) of this section, whenever the director finds that any owner has violated or is violating this article, or any rules and regulations established hereunder, the director may issue a written notice to the owner stating the nature of the violation, the possible penalties, and any required remedial action and referring to the appeal process under subsection (d) of this section. For a neglected or derelict historic property, the historic preservation commission may request the director to proceed with an administrative enforcement and abatement action.

(c) *Remedial plan.*

(1) Whenever the director issues a notice of violation under subsection (b) of this section, the owner shall submit a written remedial plan, in a form acceptable to the city, within thirty (30) days of the notice of violation. The remedial plan must include all work necessary to abate the violation and corresponding deadlines for completing all work in the remedial plan. The remedial plan shall also contain a provision for addressing and correcting any new violations that are identified or arise during the remediation process.

(2) A remedial plan for a historic property proposing to demolish or alter the exterior of a historic structure is neither approvable nor allowed to be implemented, without the historic preservation commission's prior written approval.

(3) Except for placement on the neglected and derelict building list in accordance with section 62-78(b) and the requirements under section 62-80, all further enforcement action under this article will be stayed if the director approves the remedial plan and the owner:

i. Complies with the approved remedial plan;

ii. Complies with all property related provisions of the City Code with regard to that property; and

iii. Pays all fees and penalties related to or arising out of any violation of section 62-75(c).

(d) ***Determinations eligible for appeal.***

(1) The following are ministerial acts or requirements that may be considered as part of a determination eligible for appeal, but are not a separate basis for filing an appeal:

i. Placement on the neglected and derelict building list;

ii. Assessment of the neglected and derelict building fees; and

iii. The requirements to designate an agent and file a registration statement under section 62-80.

(2) The owner may appeal the following:

i. The notice of violation;

ii. The requirement to post no trespassing signs;

iii. The rejection of a remedial plan;

iv. The director's determination that the owner has failed to comply with an approved remedial plan; and

v. The director's determination to order or take emergency abatement action.

(e) ***Order to show cause.*** **If the owner does not submit a remedial plan within thirty (30) days of the date of notice of violation, or if the owner submits a remedial plan within the prescribed time but the director rejects it or the owner does not comply with the approved remedial plan, the director may order any owner of the neglected or derelict property to show cause before the director why the proposed enforcement action should not be taken. If the owner appeals the notice of violation, requirement to post signs, rejection of the remedial plan, or a determination that the owner has not complied with an approved remedial plan, the director may consolidate the hearing on the appeal and the show cause hearing and issue a decision determining all issues under this article raised at the hearing.**

(f) ***Notice of show cause hearing.*** **Notice of show cause hearing must be served on the owner specifying:**

(1) The time and place of a hearing regarding the violation,

(2) The reasons why the action is to be taken, and

(3) The proposed enforcement action.

The notice must direct the owner to show cause why the proposed enforcement action should not be taken. If the director consolidates the show cause hearing and an appeal, the notice must indicate that the hearings have been consolidated.

(g) ***Service of notices.***

(1) A notice of violation, placement on the neglected and derelict building list under section 62-78(b), and the show cause hearing must be served on the owner. The notice of violation and notice of placement on the neglected and derelict building list may be served by hand delivery to the owner or by sending it first-class mail, postage prepaid and by posting them on a conspicuous place on the property. Service of the notice of show cause hearing may be made by hand delivery to the owner, or by certified mail postage prepaid, or by the methods provided in the Colorado Rules of Civil Procedure. Service of any of these notices by mail must be addressed to the owner as shown in the records of the assessor's office. The notice of show cause hearing must be served at least ten (10) days before the hearing.

(2) A notice of violation and notice of placement on the neglected and derelict building list that is mailed in accordance with these requirements is complete upon placement in the mail. A notice of the show cause hearing that is mailed in accordance with these requirements is considered served on the date mailed unless it is returned as undeliverable. (For purposes of this article, unclaimed or refused mail is not undeliverable.)

(3) If service of the notice of show cause hearing cannot be accomplished by any of the above methods, service may be made by posting it in a conspicuous place on the property for at least ten (10) days before the hearing and publishing it once in a daily newspaper of general circulation at least ten (10) days and no more than twenty (20) days before the hearing.

(h) ***Show cause hearing.*** **The hearing must be conducted in accordance with rules and regulations issued by the director. If the notice of show cause hearing has been served in compliance with subsection (g) of this section, the hearing will take place regardless of whether the owner appears.**

(i) ***Presumption.*** **The owner has the burden of proving the correctness of its position by a preponderance of the evidence. All of the director's determinations and findings are presumed to be correct until sufficient evidence is introduced that would support a contrary finding.**

(j) ***Designation of hearing officer.*** **The director may hold the hearing or designate a hearing officer. For purposes of deciding any preliminary matter related to a hearing; conducting a hearing; making any determination and finding; issuing subpoenas and orders; and assessing civil penalties and fees, the hearing officer has all the powers and authority vested in the director under this article.**

(k) ***Determination/final order.*** **The director shall:**

(1) Make a determination, which must be reduced to writing and sent to the owner within thirty (30) days of the hearing. The determination is the final order and is reviewable under Rule 106(a)(4) of the Colorado Rules of Civil Procedure. Each party may file a motion for correction to or clarification of the order, which must be filed within seven (7) days of the date the order is issued. Unless a motion for correction or clarification is timely filed, the time period to file an appeal under Rule 106(b) commences on the date the final order is issued. If a motion for clarification or correction is filed, that time period commences on the date the correction or clarification to the final order is issued.

(2) Include in the final order:

i. Findings of fact and a determination as to whether any violation has occurred;

ii. Identification of any mitigating or aggravating circumstances;

iii. The amount of any civil penalty, fee, cost, or combination thereof assessed under sections 62-76(n), 62-78 and 62-79 and the costs of the hearing; and

iv. Set a deadline for any required abatement action to be performed.

(l) ***Service of the written determination and final order.*** **The written determination and final order must be sent to the owner by first-class mail, postage prepaid and via email, if the owner provides such contact information.**

(m) ***Civil penalties.*** **The director may assess a civil penalty of not more than nine hundred ninety-nine dollars ($999.00) per day for each day the owner is found to have violated this article, any order issued by the authority of this article, any rules and regulations adopted by the director, or permit issued for work related to an approved remedial plan. In imposing any civil penalty for a violation of section 62-75(c), the director may consider the history of violations, whether the owner was deliberate or negligent, whether the neglected or derelict property is a historic property, the gravity of the violation, the demonstrated good faith of the owner in attempting to achieve timely compliance after notification of a violation. Additionally, when the neglected or derelict property is lawfully used for commercial purposes, the director may consider the effect of civil penalties on the owner's ability to continue the business. Unless otherwise expressly stated in the final order, civil penalties assessed under this article are due and payable within thirty (30) days of date of invoice, which must be sent first-class mail, postage prepaid, to the address the owner provides to the city or an address for the owner the city discovers through its own efforts.**

(n) ***Judicial enforcement.*** **In addition to all other remedies set forth in this article, the city may petition the district court for the issuance of a preliminary or permanent injunction, or both, restraining any person from continued**

violation of this article. In that action, the city may seek recovery of any unpaid civil penalties, abatement costs, and other fees and costs provided for in this article.

(o) ***Posting of no trespassing signs and other warning signs.*** **Upon or after issuing a notice of violation under section 62-75(c), the city may or may require the owner, to post a sign near each possible access point to the property prohibiting trespassing and warning the public of danger. If a sign is required to be posted under this article, within the time period requested by the director, the owner shall post the sign(s) and provide written authorization to the director allowing the arrest of any trespassers.**

Sec. 62-77. – Court actions for abatement.

(a) If, after notice and hearing pursuant to this article and a finding of a violation of this article, the owner has failed to abate the violation or comply with abatement deadlines in the director's final order or in an approved remedial plan, the city, an affected neighboring landowner, or any other person who has suffered damages due to the condition of the property and otherwise has legal standing to bring legal action, may commence an action in the district court pursuant to Rule 65 or 66 of the Colorado Rules of Civil Procedure for abatement under this article. These actions may request:

(1) An injunction ordering the owner of property to take whatever action the court considers necessary or appropriate to abate the violation;

(2) The appointment of a receiver to take possession and control of the property and to complete all work and to furnish material that reasonably may be required to abate the violation. All interested persons must be made parties to the action.

(3) The court to appoint a receiver to exercise any of the powers listed below:

i. Take possession and control of the property, operate and manage the property, establish and collect rents and income, lease and rent the property, and evict tenants. An existing violation of the Aurora Buildings or Building or Aurora Health and Housing Codes does not restrict the receiver's authority pursuant to this subsection.

ii. Pay all expenses of operating and conserving the property including the cost of electricity, gas, water, sewage, heating fuel, repairs and supplies, custodian services, taxes, assessments, and insurance premiums and to hire and pay reasonable compensation to a managing agent.

iii. Pay pre-receivership mortgages and other liens and installments of pre-receivership mortgages and other liens.

iv. Perform or enter into contracts for the performance of work and the furnishing of materials necessary to abate the violations and obtain financing for the abatement of violations.

v. Pursuant to court order, remove and dispose of personal property that is abandoned, stored, or otherwise located on the property, that creates a dangerous or unsafe condition, or that constitutes a violation of the Code, including the Aurora Buildings and Building and Aurora Health and Housing Codes.

vi. Enter into agreements and take actions necessary to maintain and preserve the property and to comply with the Code, including Aurora Buildings and Building and Aurora Health and Housing Codes.

vii. Give the custody of the property and the opportunity to abate the violation and operate the property to the owner or to a mortgagee or lienholder of record.

viii. Issue notes and secure the notes by deeds of trust on the property on terms, conditions, and at interest rates all as approved by the court.

ix. Obtain mortgage insurance for a receiver's mortgage.

x. Any other action that the court considers appropriate.

(4) That all costs, including the costs of the receivership, expenses, penalties, and all fees, be assessed against the owner and made a lien against the property, taking precedence over and being superior to all other liens of record except liens for general taxes and special assessments.

(5) That, at the request of the party that applied for the receivership, the court discharge the receiver.

(6) That if repair and rehabilitation of the property are not found to be feasible, upon the written request of all known interested persons who have appeared in the action, to have the property or portions of the property demolished, the court order the demolition of all or part of the property. The court may require the receiver to determine the cost of demolition of the property or the portions of the property that constitute the violation, and after court approval, the receiver shall arrange for demolition in accordance with state laws, the Code, and any permit issued under these authorities. However, demolition must not be ordered unless the requesting persons have guaranteed or underwritten the costs of demolition, have paid the costs of the receivership, and have paid all notes and mortgages of the receivership. Nothing in this article or a court order arising out of a court action authorized under this section limits the city's right to demolish any property that the city is authorized to demolish pursuant to the provisions of the Aurora Buildings and Building Code.

(7) Nothing in this article limits or prohibits the city from exercising or using other remedies or procedures to enforce this article, the Aurora Building and Buildings, Fire, or Health and Housing Codes.

Sec. 62-78. Inspection and fees.

(a) ***Inspection.*** **Whenever the director has reason to believe that a property is neglected or derelict as defined in this article or when requested by the historic preservation commission to inspect a historic property, the director shall inspect the property to determine if it complies with this article and all other applicable laws and codes, including rules and regulations pursuant to them. If, after inspection, the director finds that a property is neglected or derelict, the director may issue a written notice of violation and proceed under section 62-76 of this article.**

(b) ***Neglected and derelict building list.*** **If the director issues a notice of violation pursuant to section 62-76(b), the property must be placed on the neglected and derelict building (NADB) list maintained by the director.**

(1) The director shall issue a notice of placement on the NADB list to the owner that the property has been placed on the NADB list. The notice must include:

i. The property's address and a legal description according to the county assessor's website;

ii. A concise statement as to the basis of the director's determination; and

iii. A brief explanation about assessment of fees under this section.

(2) The director shall make the neglected and derelict building list available to the public by publishing it on the City of Aurora website.

(c) ***Quarterly inspection.*** **The director shall conduct, at a minimum, quarterly inspections of neglected or derelict properties to ensure compliance with applicable codes.**

(d) ***Compliance.*** **When all violations of the Code have been abated and a neglected or derelict property has been legally reoccupied, or when the building has been demolished and the lot cleared in accordance with provisions of this Code, the property will be removed from the NADB list.**

(e) ***Assessment of fees.***

(1) The NADB list fee will not be assessed against the owner so long as the owner meets all of the requirements below. Upon failure to meet any of the three conditions below, however, a nonrefundable yearly fee of one thousand dollars ($1,000.00) will be assessed against the owner. The initial fee will be assessed upon failure to:

i. Submit an approvable remedial plan in accordance with section 62-76(b) or failure to comply with any of the deadlines set forth in an approved remedial plan;

ii. Comply with any property related provision of the Code; or

iii. Pay all other fees and penalties related to or arising out of any violation of section 62-75(c) within the prescribed time period.

(2) Once the fee has been assessed, for each subsequent twelve-month period or part thereof that the property remains on the NADB list, the fee will be assessed on the anniversary date of the initial assessment. The fee is due and payable thirty (30) days from the date of the invoice. If the payment is more than thirty (30) days past due, a fifty-dollar ($50.00) late fee will be assessed.

Sec. 62-79. – Collection of assessments; liens.

(a) The civil penalties provided for in sections 62-76, 62-78, and 62-80 are cumulative as are the assessment of any costs and fees under this article. Failure to pay any civil penalty, cost, or fee, including the interest thereon, assessed under this article within thirty (30) days of the date of the invoice is unlawful. If an owner fails to pay the civil penalty, costs, or fee, including the interest thereon, within that thirty-day period, the assessment will become a lien on the property. The lien perfects automatically and has priority over all other liens except general taxes and prior special assessments.

(b) If an assessment of a civil penalty, cost, or fee, including the interest thereon, converts into a lien, the director is responsible for collecting the assessment, together with a ten-percent penalty for the cost of assessment.

(c) Until a civil penalty, cost, or fee, including interest thereon, assessed under this article that is not pending appeal has been paid in full, the city shall not issue or renew any license or permit to the owner.

(d) Failure to pay any outstanding civil penalty, cost, or fee, including interest thereon, assessed under this article that is not pending appeal is grounds for suspension or revocation of any license issued by the city until fully paid.

Sec. 62-80. – Registration of property owners and agents.

(a) Any nonresident owner to whom a notice of violation was issued under this article shall designate a person meeting the qualifications in section 62-80(a)(2) to accept all forms of service for any notice, order, citation, summons, complaint, and all other documents relating to or arising out of enforcement of the Code for violations concerning to the property cited under this article and to accept service of process in any civil action in which the nonresident owner is alleged to be liable based upon ownership of the property or upon transactions related to rental of it. The owner shall file a registration statement on a form acceptable to the city within thirty (30) days of service of a notice of violation.

(1) The registration statement must include:

i. A legal description of the property according to the county assessor's website to enable the director to find it.

ii. The name and current address of the owner of record, and if the owner is a business entity, the statement must also contain the name and address of its registered agent.

iii. The name and business address of the agent designated to accept service for the matters in section 62-80(a).

(2) The agent designated must be a natural person eighteen (18) years of age or older who is customarily present in an office in the city for the purpose of transacting business or whose primary residence is within the state of Colorado.

(b) Any non-occupant owner to whom a notice of violation under this article is issued for property that is neither the owner's primary residence nor its principal place of business, shall file a registration statement setting forth the information in section 62-80(a)(1)(i) and (ii). If the notice of violation was issued to the non-occupant owner, the owner shall file the registration within thirty (30) days of the date that the notice of violation was issued.

(c) Penalties:

(1) Any owner who fails to designate an agent to accept service or who fails to file a registration statement as required by this section is subject to a separate civil penalty of not more than five hundred dollars ($500.00) per day for each day the owner has failed to designate an agent or remains unregistered up to a total of fifteen thousand dollars ($15,000.00). If the owner is in compliance with this section at the time of a hearing as provided in subsection (c)(2) below, and it is the first time that the owner has failed to comply with this section, this penalty may not exceed five hundred dollars ($500.00).

(2) In assessing the civil penalty, the director may consider the history of all Code violations concerning the property for which the owner has been noticed, whether the owner was negligent, the gravity of the violation, effect of the failure to register on enforcement action, and whether the owner has demonstrated good faith in attempting to achieve rapid compliance after notification of a violation. Additionally, when the property is lawfully used for commercial purposes, the director may consider the effect of civil penalties on the property owner's ability to continue the business. The assessment of the civil penalty may be appealed under section 62-76(d) of this article.

(d) The owner shall notify the director of any change in the designated authorized agent or ownership no later than ten (10) days after the change.

(e) Except as provided in subsection (f) of this section, the registration of owners filed with the director under this section is confidential and not open to the public. The director shall make available the information contained in the registrations upon request of any law enforcement agency.

(f) The director will make available for public review the following information, and any subsequent amendments thereto, upon request identifying the property by address:

(1) A legal description of the property according to the county assessor's website.

(2) The name of the owner of record and, in addition, if the owner is a corporation, the name and address of its registered agent.

(3) The name and address of the owner's agent as shown in the director's records.

Section 3. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

_____
ANGELA GARCIA, Senior Assistant City Attorney

CITY OF AURORA
Late Submission Approval for Agenda Item

Item Title: Case Management Name Change to Court Services – 50-137(a)(1)
Item Initiator: Fatima Thibou, Court Administration Executive Specialist
Staff Source/Legal Source: Candace Atkinson, Court Administrator and Detention Director / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: NA
Strategic Outcome: Well Managed: High Performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

CRITERIA - PLEASE CONSIDER ITEM FOR LATE SUBMISSION FOR THE FOLLOWING REASON:

☒ There is a time-sensitive legal requirement that must be met and cannot be met by a future meeting date

☐ The delay will result in an adverse financial impact to the city

☐ The item is related to a disaster and must be addressed before the next available meeting

COUNCIL MEETING DATES FOR LATE SUBMISSION:

Study Session: 5/5/2025

Regular Meeting: NA

EXPLANATION: *This item was intended for the 4/21/2025 Study Session and was not added due to process misunderstanding. The decision was made to include on the agenda for the 5/5/2025 Study Session and I missed the submission deadline by one day. The Case Management Name Change needs to be reviewed and approved by Council as immediately as possible.*

Fatima Thibou

I understand the agenda item will not be added to the agenda without submitting this completed form as an attachment in e-Scribe. The agenda item will not be added to the agenda if the workflow is not completed by the WORKFLOW COMPLETED date indicated on the agenda deadline calendar.

Fatima Thibou	Candace Atkinson
Agenda Item Initiator Name	Late Submission Approver Name (Council Appointee or DCM)
Fatima Thibou 04/21/25	Candace Atkinson 04/22/25
Agenda Item Initiator Signature Date	Late Submission Approver Signature Date

CITY OF AURORA
Council Agenda Commentary

Item Title: Court Administration - Case Management Name Change to Court Services
Item Initiator: Fatima Thibou, Court Administration Executive Specialist, Court Administration
Staff Source/Legal Source: Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney
Outside Speaker: NA
Strategic Outcome: Well-Managed: High performing organization, committed to great customer service, innovation, continuous improvement, fiscal stewardship, and maintaining critical infrastructure.

COUNCIL MEETING DATES:

Study Session: 5/5/2025

Regular Meeting: 5/19/2025

2nd Regular Meeting (if applicable): 6/9/2025

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Candace Atkinson, Director, Court Administration and Detention / Angela Garcia, Senior Assistant City Attorney
Estimated time: 10 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Public Safety, Courts & Civil Service

Policy Committee Date: 4/10/2025

Action Taken/Follow-up: ***(Check all that apply)***

☒ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

4/10/2025 Reviewed by Public Safety, Courts & Civil Service Policy Committee

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Ordinance Amendment - Case Management Name Change to Court Services – 50-137(a)(1)

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

NA

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

NA

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

NA

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

NA

QUESTIONS FOR COUNCIL

Does the Council Approve moving the item to a regular City Council meeting?

LEGAL COMMENTS

Council has the power to make and publish ordinances consistent with the laws of the state for carrying into effect or discharging the powers and duties conferred by the State Constitution, State Statute, or City Charter and such as it shall deem necessary and proper to provide for the safety; preserve the health; promote the prosperity; and improve the morals, order, comfort and convenience of the city and the inhabitants thereof. (City Code § 2-32 and C.R.S. § 31-15-103). Amendments to ordinances are permitted under Section 1-9 of the City Code. (Garcia)

ORDINANCE NO. 2025-_____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTION 50-137 OF THE CITY CODE PERTAINING TO CHANGING THE NAME OF ONE OF THE DEPARTMENTS THE COURT ADMINISTRATOR PROVIDES MANAGEMENT, ORGANIZATION AND FINANCIAL CONTROL OF FROM CASE MANAGEMENT TO COURT SERVICES.

WHEREAS, the Court Administrator's responsibilities include providing management, organization and financial control of the administrative offices of the court; and

WHEREAS, to address misconceptions related to employment recruitment and compensation, it is necessary to change the name of the administrative department Case Management to Court Services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That subsection (a)(1) of Section 50-137 of the City Code of the City of Aurora, Colorado, is hereby amended to read as follows:

Sec. 50-137. – Responsibilities.

(a) Under the administrative policies established in conjunction with the city council, the court administrator shall have the following responsibilities:

(1) Provide management, organization and financial control of ~~case management~~ **court services**, the probation division, the court technology division, the marshal division, and the detention facility.

Section 2. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 3. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 4. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

MP
_____
ANGELA GARCIA, Senior Assistant City Attorney

Aurora, Colorado

Weekly Policy Committee Update

April 4, 2025

1. Next Week's Policy Committee Agendas

   Planning & Economic Development Policy Committee Meeting Agenda
   April 9, 2025

   Public Safety, Courts & Civil Service Policy Committee Meeting Agenda
   April 10, 2025

2. Current Draft Minutes

   Planning & Economic Development Policy Committee Draft Minutes
   March 12, 2025

AGENDA

Planning and Economic Development Policy Committee

Wednesday, April 9, 2025, 8:30 a.m.
VIRTUAL MEETING

Public Participation Dialing Instructions
Call in Number: 720.388.8447
Access Code: 997 411 479#

Council Member Françoise Bergan, Chair
Council Member Curtis Gardner, Vice Chair
Council Member Danielle Jurinsky, Member

Council Goal: Be a great place to locate, expand and operate a business and provide for well-planned growth and development.

Pages

1. **Call to Order**

2. **Approval of Minutes** 1

   March 12, 2025 Draft Subject to Approval Councilmember Bergan

3. **General Business**

   3.a UDO Amendment for Multifamily Parking in Applicable Transit Service Areas 10

   Staff/Legal Source: Sarah Wile, Senior Planner III/Lena McClelland, Assistant City Attorney
   Estimated time: 15 minutes

   3.b UDO Amendment for Accessory Dwelling Units 37

   Staff/Legal Source: Jeremiah Fettig, Planner II/Lena McClelland, Assistant City Attorney
   Estimated time: 15 minutes

   3.c Colfax and 13th Avenue Station Area Plan 76

   For an Ordinance of the City Council of the City of Aurora, Colorado, Amending the 2018 Comprehensive Plan to Adopt by Reference the "Colfax and 13th Avenue Station Area Plan" ("13th Avenue Station Plan")

Staff/Legal source: Daniel Krzyzanowski, Planning Supervisor/Lena McClelland, Assistant City Attorney
Estimated time: 15 minutes

3.d Housing Analysis Small Lot Update 99

Sponsor name: Francois Bergan
Staff/Legal Source: Jeannine Rustad, Director of Planning & Business Development and Steve Timms, Planning Supervisor/Lena McClelland, Assistant City Attorney
Estimated Time: 15 minutes

3.e Resolution for Amendments to Exhibit A and B of the Crestone Peak Resources Operator Agreement 134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT FOR REVISIONS TO EXHIBITS A AND B OF THE CRESTONE PEAK RESOURCES OPERATOR AGREEMENT
Staff/Legal Source: Jeffrey S. Moore, Manager, Energy & Environment Division/Dave Scott, Assistant City Attorney
Outside Speaker: Dan Harrington, Asset Development Manager, Civitas Resources
Estimated Time: 15 minutes

4. Miscellaneous Matters for Consideration

4.a Aurora Economic Development Council

NO REPORT

4.b Havana Business Improvement District

NO REPORT

4.c Aurora Chamber of Commerce

NO REPORT

4.d Planning Commission

NO REPORT

4.e Oil and Gas Committee 158

Brad Pierce

Please see the Oil and Gas Committee updates in the agenda packet.

4.f Business Advisory Board

NO REPORT

4.g Retail

NO REPORT

4.h Small Business

NO REPORT

4.i Visit Aurora

NO REPORT

5. Confirm Next Meeting Date

Tentatively scheduled for May 14, 2025, at 8:30 AM MT.

6. Adjournment

AGENDA

Public Safety, Courts and Civil Service Policy Committee

Thursday, April 10, 2025, 9:00 a.m.

Aurora Room

15151 E. Alameda Parkway

Aurora, CO 80012

Council Member Danielle Jurinsky, Chair
Council Member Stephanie Hancock, Vice Chair
Council Member Amsalu Kassaw, Member

Public participant dialing instructions
Link to Teams Meeting

Council Goal: Assure a safe community for people

		Pages
1.	**Call to Order**	
2.	**Approval of Minutes** Approval of March14, 2025 minutes.	1
3.	**Consent Items**	
3.a	**Motor Vehicle Theft Recovery Voucher Program Update** John Schneebeck, Business Services Manager / Megan Platt, Assistant City Attorney	5
3.b	**Aurora Police Retention Update - April 2025** John Schneebeck, Business Services Manager / Megan Platt, Assistant City Attorney	8
3.c	**Special Operations Crime Suppression Update** Matt Brukbacher, Police Commander / Megan Platt, Assistant City Attorney	18
3.d	**Resolution to Approve Adult Protective Services (APS) Cooperative Agreement with Aurora Police Department** Todd Chamberlain, Chief of Police / Megan Platt, Deputy City Attorney	25

3.e **Resolution to Approve the Memorandum of Agreement (MOA) between the Aurora Colorado Police Department (APD), Buckley Space Force Base, Colorado (BSFB) and the Federal Bureau of Investigation (FBI) to assist, respond, detect, detain and investigate Unmanne** 36
Chris Juul, Deputy Chief of Police / Megan Platt, Deputy City Attorney

3.f **IGA between AFR and State of CO Human Svcs** 47
Angela Garcia , Senior Assistant City Attorney

3.g **Aurora911 Retention Update – April 2025** 103
Tina Bunetta, Director of Aurora911 / Angela Garcia, Senior Assistant City Attorney

3.h **Aurora Fire Rescue Retention Update - April 2025** 111
Alec Oughton, Aurora Fire Rescue Chief / Angela Garcia, Senior Assistant City Attorney

4. **General Business**

4.a **2025 Police Audit Plan and Firearm Inventory Review Results** 117
Michelle Crawford, City Auditor

Estimated Time: 10 minutes

4.b **Public Safety Action Plan Update** 157
Jason Batchelor, City Manager / Megan Platt, Deputy City Attorney
Estimated time: 15 mins

4.c **Case Management Name Change to Court Services – 50-137(a)(1)** 169
Candace Atkinson, Court Administrator and Detention Director / Angela Garcia, Senior Assistant City Attorney

5. **Miscellaneous Matters for Consideration**

6. **Confirm Next Meeting**
Scheduled for May 8, 2025, at 9:00 a.m. in the Aurora Room.

7. **Adjournment**

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **March 12, 2025**
Time: **8:30 am**

Members Present: Chair: Council Member Francoise Bergan, Council Member Danielle Jurinsky

Others Present: Aja Tibbs, Alison Lueck, Andrea Amonick, Ariana Muca, Ashvina Patel, Becky Hogan, Kelly Bish, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Cathy DeWolf, Cesarina Dancy, Chad Argentar, Chad Giron, Chance Horiuchi, Chris Fellows, Connor Bailey, Crystal Vigil, Daniel Krzyzanowski, David Scott, Deborah Bickmire, Gayle Jetchick, Jake Calegari, James Schireman, Jason Batchelor, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jose Rodriguez, Julie Patterson, Laurie Womer, Leah Ramsey, Lena McClelland, Leticia Callanen, Mac Callison, Maria Alvarez, Marisa Noble, Maurice Healy, Megan Waldschmidt, Melissa Rogers, Mayor Michael Coffman, Michael Kerrigan, Mindy Parnes, Morgan Cullen, Morgan Jennings, Naomi Colwell, Robert Oliva, Sarah Pulliam, Sarah Wile, Stacy Wasinger, Stephen E. Rodriguez, Stephen Gubrud, Steve Timms, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Trevor Vaughn, Wendy Vue, Yuriy Gorlov

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1. CALL TO ORDER

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2. APPROVAL OF FEBRUARY 12, 2025, DRAFT MINUTES–CM BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. 2024 Retail Sales Update

Summary of Issue and Discussion:

Robert Oliva, Senior Project Manager

Robert Oliva, Senior Project Manager, initiated the presentation by attempting to share his screen, experiencing some technical difficulties before receiving assistance from A. Amonick, who guided him through the process of selecting the appropriate window for his PowerPoint presentation. Once the presentation was properly displayed, R. Oliva began by introducing the 2024 annual retail sales tax update, specifying that the data was sourced directly from the Finance and Budget Department and had been thoroughly verified.

He started by discussing business licenses by ward, noting that four of the six wards experienced increases in business licenses, with only two seeing slight decreases. Of all the business licenses in Aurora, only 34% were retail, while the remainder consisted of industrial, office, and other non-retail businesses. He highlighted key developments in the restaurant sector, mentioning openings such as Cerebral Tap Room, Lucky Strike, and the Alba Cooperative, the latter being the culmination of a multi-year effort led by multiple departments, particularly the Small Business Development Center (SBDC). He encouraged council members to visit the newly opened establishments.

Transitioning to sales tax data, R. Oliva presented various sector-specific trends. The restaurant and bar sectors, after a decline during the COVID-19 pandemic, showed a steady recovery but appeared to plateau in recent years. Discount stores, unexpectedly, saw a drop, possibly due to major retailers like Walmart implementing rollback pricing, reducing the total revenue collected despite steady consumer demand.

The building materials sector exhibited consistent growth, driven by ongoing construction projects in Aurora, although growth had slowed to 2.75% in 2024. The automotive industry presented a mixed outlook: while car sales struggled, the auto parts sector initially compensated for the downturn but was now experiencing challenges as well.

In the electronics sector, an unexpected 4.5% increase occurred despite the absence of a major new product cycle, signaling steady consumer demand. Grocery stores, contrary to expectations, saw a slight decline in sales, marking a deviation from their consistent growth in previous years. The telecommunications industry remained flat after a COVID-induced dip but had since stabilized. Clothing and accessories maintained an upward trend, driven primarily by value-oriented retailers.

R. Oliva then discussed beer, wine, and liquor sales, noting that while a surge occurred during the pandemic, sales had since stabilized, fluctuating slightly year over year. He suggested that if a recession were to occur, liquor sales might increase. Department stores, still struggling to recover from COVID-related downturns, showed minimal growth and were unlikely to return to pre-pandemic levels. Sporting goods experienced a post-pandemic decline, as evidenced by store closures like Dick’s Sporting Goods.

Furniture sales, which surged during COVID, continued to decline, leading to aggressive discounts by major retailers. He advised consumers to watch for bargains. In total, despite annual increases since tracking began, overall sales appeared to be plateauing, prompting concerns about future growth.

R. Oliva proceeded to discuss retail trends, identifying Raising Cane’s as the fastest-growing food chain nationwide, followed by Chili’s and Dave’s Hot Chicken. Drive-

through chains such as In-N-Out Burger, Seven Brew Coffee, and PJ's Coffee also saw significant growth. In the sit-down restaurant sector, Chipotle led, followed closely by Chili's. He mentioned the resurgence of Chuck E. Cheese, attributing part of its revival to nostalgia and collectors seeking animatronic figures from closed locations.

He then addressed major retail developments, including Walgreens' splitting from its parent company, Boots Alliance, and its decision to close 1,200 stores. CVS also announced closures but planned to introduce smaller pharmacy-only stores. Meanwhile, the Nordstrom family was in the process of privatizing Nordstrom, potentially benefiting the company's stability.

- CM Jurinsky expressed concern over the plateauing retail performance, citing vacant storefronts and the economic impact of lost businesses. She inquired about strategies to attract and retain retailers, emphasizing the need for immediate action rather than waiting for long-term incentives. She pointed to locations such as Hampden and Chambers, where vacant Walgreens and Big Lots stores had contributed to increased crime.
- R. Oliva acknowledged the concern, noting that while some retailers were expanding—such as Burlington Stores acquiring 44 former Bed Bath & Beyond locations and Ollie's Bargains entering new markets, many were lower-tier replacements. He confirmed that outreach efforts were ongoing and that retail strategy discussions would include potential incentives.
- CM Jurinsky pressed for more proactive engagement, asking if the city had direct contact with retail landlords and brokers. She volunteered to assist in outreach efforts if needed. Jeannine Rustad, Director of Planning and Business Development, elaborated on the city's approach, explaining that in cases like Big Lots, property owners had declined city assistance. Similarly, in the case of closing Kohl's location, a new tenant had already secured part of the space, and Ace Pickleball was taking another portion of the center.
- Mayor Michael Coffman inquired about the impact of online sales on brick-and-mortar retail. R. Oliva, citing estimates, stated that approximately 17% of retail sales now occur online. The mayor suggested that Aurora might have an excess of traditional retail space and proposed redevelopment incentives for struggling shopping centers.
- The discussion then shifted to national chain closures, with CM Jurinsky pointing out long-vacant spaces such as the former CVS at Quincy and Reservoir. R. Oliva confirmed the city was monitoring closures and hoping for backfill tenants in spaces like the former Bed Bath & Beyond.
- Mayor Coffman also asked about Aurora's restaurant industry relative to Denver, which was experiencing significant closures. R. Oliva noted that Aurora fared better, though still facing challenges, particularly in terms of securing new tenants for vacant restaurant spaces. He acknowledged that Southlands had multiple long-term vacancies, with property managers favoring established national chains over independent operators.

- CM Bergan voiced frustration over the prolonged vacancies in Southlands despite strong local demographics. R. Oliva explained that Southlands was selective in its leasing practices and often required new tenants to overhaul existing kitchen setups, deterring smaller operators. He mentioned that a new restaurant was in negotiations with the center, but details remained undisclosed.
- As the discussion wrapped up, Mayor Coffman reiterated concerns about Aurora's retail stability and urged continued efforts to attract new businesses.

Outcome:
Information only.

Follow-up Action:
None required.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council

- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District

- Chance Horiuchi

C. Horiuchi opened the discussion by welcoming everyone and expressing her gratitude to those who attended the networking event the previous night. She emphasized the value of connecting city staff and resources, particularly with the Small Business Development Center programming. She conveyed her hope to schedule more such events in the future.

Turning to business openings, she informed the group that Dave's Hot Chicken was coming as part of a parcel redevelopment. Unfortunately, the process was expected to take several years, with the property management company projecting an opening around 2026. She then shared another significant development, announcing that Daiso was coming to the Southlands and Havana Street. Acknowledging the brand's cult following in other states, she emphasized its potential to bring in considerable sales tax revenue and visitors from different areas. Although its grand opening had been delayed, it was now scheduled for early April at Village on the Park.

Regarding restaurant leases, C. Horiuchi mentioned that she had reached out to Bob and Tom about available spaces. Among them, Dozens had a restaurant lease open, and 10 Second Rice Noodle was already in operation. Venya Ramen and Poke, which opened on September 1, had closed by January 1, leaving its lease available for

negotiations. She noted that the current owner was considering opening a Mala restaurant if another tenant did not take over the lease.

She highlighted that Havana maintained a leasing rate of about 96-97%, though Gibby's remained an exception. The space, spanning approximately 7,000 to 8,000 square feet, had been vacant for a significant period. She acknowledged the challenge of finding a tenant willing to take on such a large space and expressed interest in learning more about the incentive program that R. Oliva had mentioned, suggesting it might be something to promote and support.

Before concluding, she encouraged attendees to reach out with any questions and announced the upcoming night markets scheduled from May through September. She thanked everyone for their continued support of On Havana Street.

- CM Bergan interjected with a question directed at C. Horiuchi. She asks whether restaurant owners in the area are interested in opening second locations.
- C. Horiuchi responded affirmatively, stating that many restaurants along Havana had multiple locations, particularly the Mexican restaurants that had been established for a long time. She shared that El Tequileño had been approached by Del Taco with an opportunity to purchase all the locations that had gone out of business. The owner was considering a fast-express drive-through concept but would not be purchasing all the locations. Nevertheless, expansion was on his agenda.
- She acknowledged the challenges facing restaurant expansion, reiterating concerns raised earlier by R. Oliva regarding inflation, workforce staffing, and the difficulties of operating bars and restaurants under current economic conditions. She predicted additional restaurant closures, though she refrained from disclosing specifics at that time. Some closures were due to retirement, with owners looking to spend more time with their families, while others were struggling with rising costs and staff shortages. To address these concerns, she had reached out to R. Oliva and Mr. Tom to explore potential solutions, including the possibility of reselling businesses to interested buyers. She emphasized that many of these businesses remained successful but lacked successors or investment partners, making closures inevitable.
- CM Bergan acknowledged the impact of inflation and food costs before turning the floor over to R. Oliva, who had raised his hand.
- R. Oliva began by commending C. Horiuchi for her efforts in connecting restaurant operators to available spaces. He acknowledged that she was the primary person referring to restaurant operators to his team and assured the group that they were actively engaged in addressing the situation on Havana Street.
- CM Bergan then recognized CM Jurinsky, who had indicated she wished to speak.
- CM Jurinsky elaborated on the difficulties plaguing the restaurant industry. She noted that Denver had imposed a series of burdensome regulations that

were driving businesses away. For the broader restaurant industry, she cited state legislation as a significant factor in the rising number of closures. She highlighted the state's ban on styrofoam to-go containers, which had forced restaurants to switch to plastic alternatives that were four times more expensive. She pointed out the contradiction in state policies—while plastic bags in grocery stores were deemed environmentally harmful, businesses were simultaneously mandated to use plastic containers.

- Furthermore, she criticized additional state-imposed burdens, such as mandatory paid family leave and retirement account contributions. She stressed that the restaurant industry operated on extremely thin margins, making it difficult to absorb these added expenses. Unlike other industries, restaurants were unable to offset these costs without significant financial strain. She shared that many of her employees, particularly single mothers, had little interest in these mandatory programs, as they prioritized immediate income over long-term benefits.
- She also highlighted how Denver's minimum wage policies had exacerbated the challenges for restaurants. While other industries might have greater flexibility to adjust, the restaurant business had little room to maneuver due to tight profit margins. She asserted that these combined factors were causing the industry to suffer significantly.
- Building on CM Jurinsky's comments, R. Oliva recounted a recent panel discussion on economic development strategies to support struggling restaurants. He shared an initiative implemented in Denver, where businesses signing leases by the end of a given month received a $15,000 incentive to assist with opening costs. The program had successfully led to the opening of six restaurants in a short period. He acknowledged that restaurants were facing increased pressure from multiple angles, including rising food costs, labor costs, and competitive pressures from national chains offering deep discounts to maintain customer traffic. He described the industry as being at a crossroads, anticipating a shake-up in which some businesses would close while new operators would eventually take over available spaces.
- He then touched on the issue of legacy businesses, noting that a council member had recently inquired about potential incentives to help long-standing businesses stay afloat. At present, no such incentive existed, but he expressed interest in developing a program tailored to support these businesses in their final years.
- CM Bergan addressed R. Oliva's point, suggesting that if a business owner was retiring after decades of operation, efforts should be made to facilitate a smooth transition to a new owner rather than allowing the business to close entirely. She asked whether there were existing mechanisms to support such transitions.
- R. Oliva explained that in most cases, retiring owners listed their businesses for sale as turnkey operations. However, his department did not typically get involved in business sales. If a prospective buyer was looking to acquire a restaurant, they would be provided with information about available properties.

- CM Bergan acknowledged his response before calling on J. Rustad, who had raised her hand.
- J. Rustad provided insight into a program initiated by the Small Business Development Center (SBDC) the previous year. The program focused on exit strategies for businesses looking to retire, aiming to connect them with potential buyers and develop a transition plan to keep the businesses operational.

4.c. Aurora Chamber of Commerce

- Naomi Colwell

CM Bergan turned her attention to the next agenda item, inquiring whether Naomi would be providing a report on the Chamber of Commerce.

N. Colwell responded affirmatively, indicating that her report would be brief. She greeted everyone, thanking them for their attendance, and proceeded to share updates regarding recent Chamber of Commerce activities.

She highlighted a series of ribbon-cutting events, mentioning one that involved a tenting company located near Abilene. She described the business owner's positive experience working with the Small Business Development Center (SBDC) and the planning department during his transition into Aurora. She noted that he had been so pleased with the process that he personally invited representatives from both departments to his ribbon-cutting ceremony to celebrate their contributions to his business launch.

N. Colwell emphasized the importance of including city officials, including the planning department, SBDC, and city council members, on invitation lists for future ribbon-cutting events. She encouraged attendance, particularly when the businesses were located within their respective wards, to witness firsthand the success of new ventures in the community. She noted the business owner’s excitement and the Chamber’s pride in sharing a positive example of Aurora’s business-friendly environment, especially in contrast to the challenges frequently reported in Denver. She enthusiastically expressed her support for Aurora, commending the city’s efforts in fostering a welcoming business climate.

Continuing with her report, N. Colwell provided an update on the expansion of Quick Trip gas stations. She stated that the company was in the process of opening eight locations, highlighting the significance of this growth. She also made a lighthearted reference to the Chamber’s previous location near Alameda and Crystal, which had been taken over as one of the new Quick Trip stations. She informed the attendees that the second ribbon-cutting for these locations was approaching and assured them that invitations would be sent out accordingly. She remarked on the unique concept of these gas stations and expressed anticipation for how they would be received by the community.

Concluding her report, N. Colwell reminded everyone of the upcoming annual awards dinner scheduled for April 11th at the Hyatt Regency on Colfax. She described the event as an opportunity to celebrate businesses and community leaders in Aurora and extended an invitation to those in attendance, hoping they would be able to join the festivities.

4.d. Planning Commission
- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee
- Brad Pierce

NO REPORT

4.f. Business Advisory Board
- Garrett Walls

NO REPORT

4.g. Retail
- Bob Oliva

NO REPORT

4.h. Small Business
- Ashvina Patel

NO REPORT

4.i. Visit Aurora
- Bruce Dalton

NO REPORT

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5. CONFIRM NEXT MEETING DATE

Scheduled for April 9, 2025, at 8:30 AM MT.

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6. ADJOURNMENT

APPROVED: _____

Francoise Bergan, Committee Chair

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Text Amendment for Multifamily Parking in Applicable Transit Service Areas (Ordinance)
Item Initiator: Sarah Wile, Senior Planner III, Planning and Business Development
Staff Source/Legal Source: Sarah Wile, Senior Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): 6/23/2025

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Sarah Wile, Senior Planner III, Planning and Business Development / Lena McClelland, Assistant City Attorney
Estimated time: 15 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 4/9/2025

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In 2024, the Colorado General Assembly passed a number of bills related to land use and housing for local governments. These bills attempt to improve new housing development by encouraging more attainable housing, allowing more flexibility, and reducing roadblocks to new development. One of the bills, HB 24-1304, prohibits local governments from establishing or enforcing minimum parking requirements for multifamily buildings within one-quarter mile of bus or train stops by June 30, 2025. Based on this bill, Planning & Business Development is proposing an update to Section 146-4.6 (Parking, Loading, and Stacking) of the Unified Development Ordinance (UDO) related to multifamily parking requirements.

At the Planning and Zoning Commission public hearing on May 14, 2025, the commissioners unanimously recommended approval (6-0, with one vacancy) of the UDO amendment to City Council. The commissioners found that the amendment complied with the requirements of Section 146-5.4.1.C.3.b of the UDO for the following reasons:
1) It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the City Council; and

2) It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

One member of the public, the Director of Housing Development with Aurora Housing Authority, spoke in support of the item. The staff report from the Planning and Zoning Commission public hearing is included in Exhibit C and the draft minutes are included in Exhibit D.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The proposed amendment to the UDO will reduce multifamily parking requirements in areas throughout the city that are well-served by transit. Currently, market-rate multifamily is required to provide 1.2 off-street parking spaces per unit and affordable multifamily is required to provide 1.05 off-street parking spaces per unit when accounting for both resident and guest parking. The parking requirements in the UDO do not fully account for the location of a development, the parking demand anticipated by the developer, or any other factors that dictate the amount of parking spaces that are ultimately provided.

The proposed UDO amendment will allow the developer of a new multifamily building, or a mixed-use building that contains multifamily, to determine what the parking needs are for their project as opposed to the city mandating a specific parking requirement. No minimum or maximum parking requirement is proposed, which will increase flexibility. This change will only apply if a multifamily building is located within an Applicable Transit Service Area (see Exhibit A), which are areas that are within one-quarter mile of a transit route or stop within the city. Parking requirements for multifamily buildings outside of Applicable Transit Service Areas, and for all other uses within the city, will remain the same.

Meetings with stakeholders groups (Aurora Housing Authority, Joint Task Force, Development Review Advisory Board, other city departments, etc.) were held in March and April. No specific concerns were brought up from stakeholders regarding the proposed UDO Amendment. A page was created on Engage Aurora in early April to share information with the public on this amendment as well. Staff presented to the Planning & Economic Development Policy Committee on April 9, 2025 (approved minutes attached as Exhibit B), where the item was forwarded to City Council Study Session. Staff also introduced the amendment to the Planning & Zoning Commission in a Study Session on April 23, 2025 and the feedback received was positive. The proposed amendment is supported by several policies and goals in the Aurora Places Comprehensive Plan and meets the approval criteria for text amendments in Section 146-5.4.1.C.3.b

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to move the UDO Text Amendment relating to multifamily parking requirements in Applicable Transit Service Areas forward to a City Council Regular Meeting?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)

UDO Text Amendment for Multifamily Parking

Project No: DA-2163-24
Public Hearing
Aurora City Council
June 9, 2025

Overview

- In 2024, the Colorado General Assembly passed several bills related to land use and housing for local governments that attempt to encourage more attainable housing, allow more flexibility, and reduce roadblocks to development

- One of these bills, House Bill 24-1304, prohibits local governments from establishing or enforcing minimum parking requirements for multifamily buildings within ¼ mile of bus or train stops

- The Planning and Business Development Department recommends amending the UDO to comply with the Bill by removing parking requirements for multifamily located in these transit areas

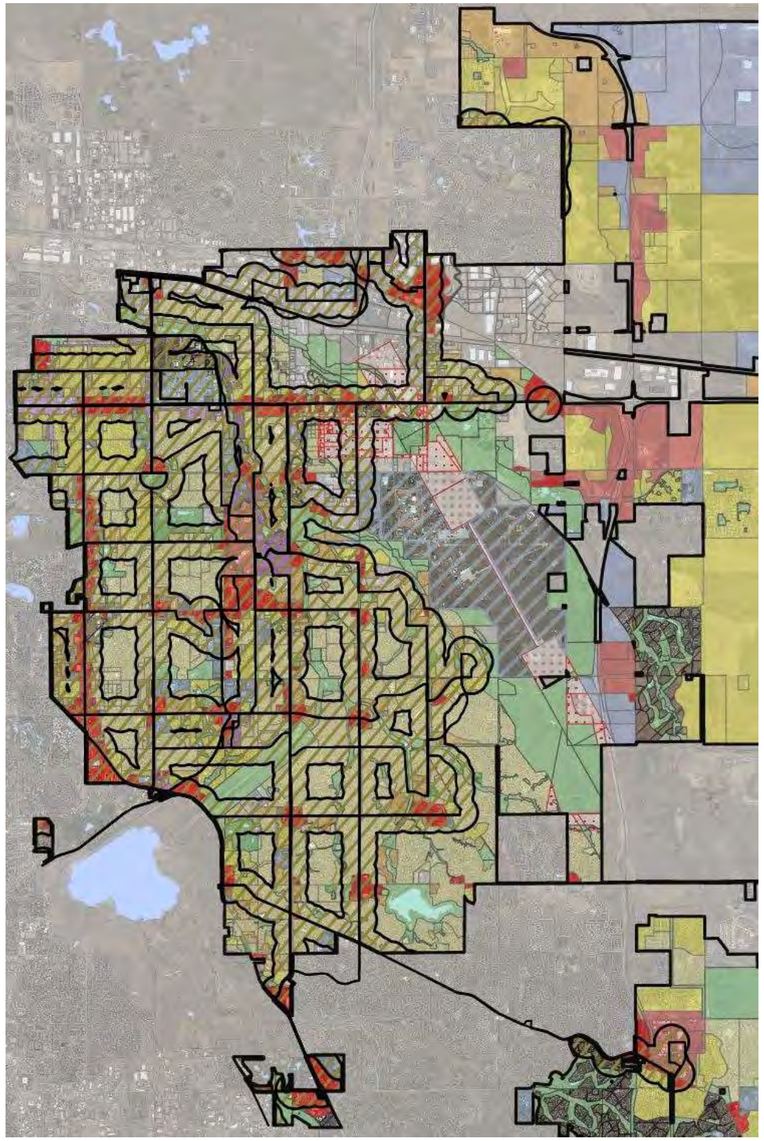
Background

- The change applies to all new multifamily residential development (freestanding or mixed-use), as well as the Adaptive Reuse of existing buildings that contain at least 50% residential AND are within Applicable Transit Service Areas

- It does not prohibit developers from providing off-street parking in a development; it just removes that parking requirement from the UDO

- The city can continue to enforce parking design requirements, accessible parking, bicycle parking, and previous parking agreements / Site Plans

Applicable Transit Service Area (ATSA) Map



Summary of Amendments to Section 146-4.6

- Clarifies that expansions of existing land uses or buildings will not require additional parking spaces if they include at least 50 percent multifamily residential and are located within an ATSA
- Clarifies that changes in land use will not require additional parking spaces if they include at least 50 percent multifamily residential and are located within an ATSA
- Updates Table 4.6-1 for “Dwelling, Multifamily” to note that there is no minimum parking requirement for multifamily in an ATSA
- Clarifies that any off-street parking voluntarily provided in a multifamily development located in an ATSA is still required to comply with accessible parking requirements
- Revises the bicycle parking requirement for multifamily located in an ATSA to be one bicycle parking space per five dwelling units, up to a maximum of 30 total bicycle parking spaces (15 U-racks)
- Removes existing text stating that parking reductions are not eligible for multifamily dwellings located in proximity to transit

Community Input

Numerous meetings were held with development community partners, elected / appointed leaders, and internal development review staff.

A project webpage was published on Engage Aurora in early April to provide information.

Legal notice was provided in the Aurora Sentinel.

No comments were received from the public during the review process.



Compliance with Comprehensive Plan

- Housing For All Principal, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community

- Housing for All Principal, Goal 2: Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options

- Housing for All Principal, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the city

Approval Criteria

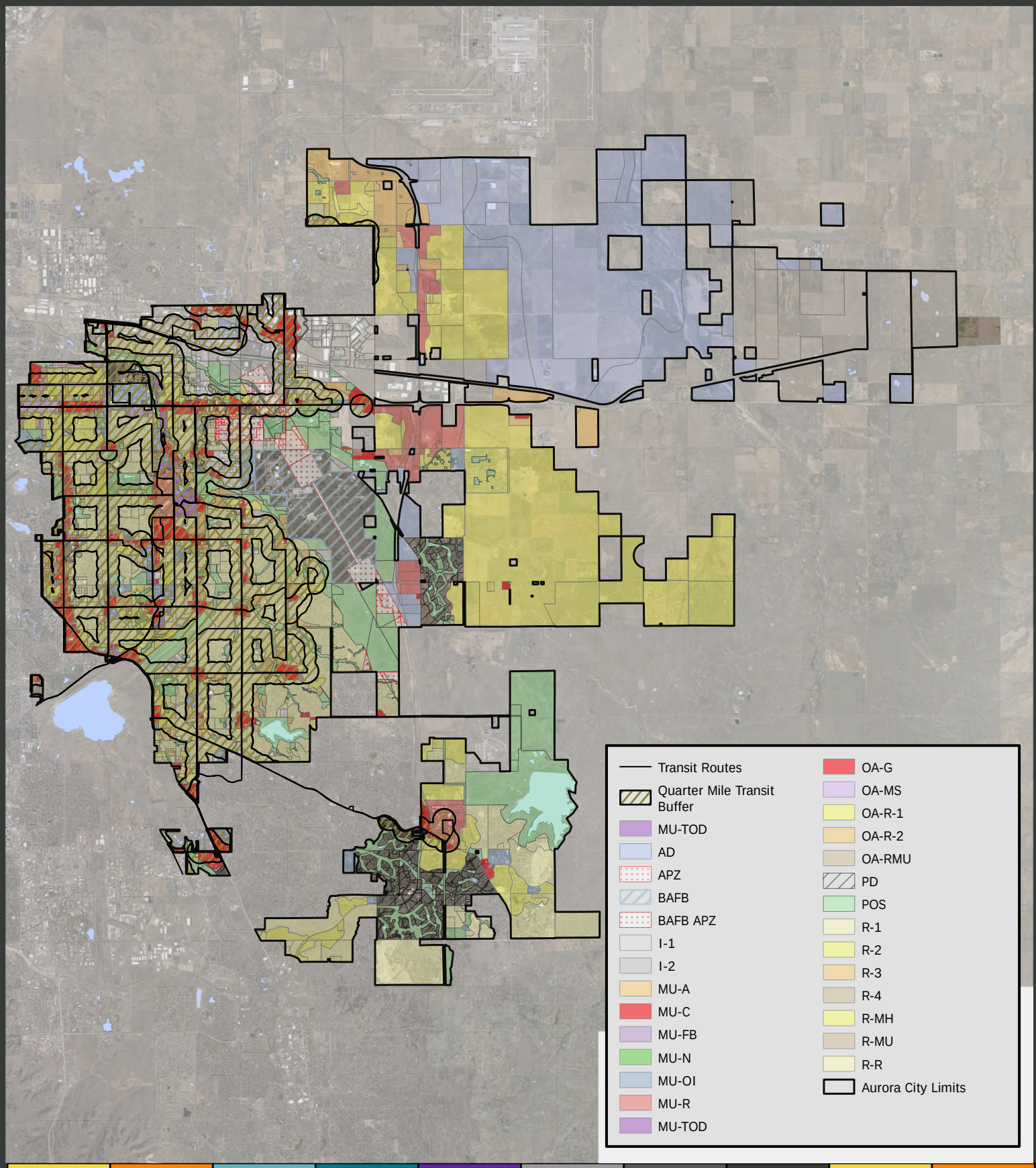
City of Aurora Unified Development Ordinance, Section 146-5.4.1.C.3.b, Ordinance Text Amendment:

1. *The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and*

   a. *The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or*
   b. *The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or*
   c. *The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.*

Staff Findings

- Recommend approval to the City Council of the Ordinance Text Amendment to the UDO to allow for multifamily parking changes in Applicable Transit Service Areas because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Applicable Transit Service Areas for Multifamily Parking

Miles
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3/25/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\HB 1304 Minimum Parking Requirements\HB 1304 Minimum Parking Requirements.aprx

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **April 9, 2025**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Council Member Danielle Jurinsky
Others Present	Aja Tibbs, Alison Lueck, Andrea Amonick, Ani Karabashian, Ashvina Patel, Becky Hogan, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Bruce Dalton, Caitlynn Fortner, Cathy DeWolf, Cesarina Dancy, Chad Giron, Chance Horiuchi, Chris Fellows, Claude Boiteau, Connor Bailey, Crystal Vigil, Dan Harrington, Daniel Krzyzanowski, David Schoonmaker, David Scott, Deborah Bickmire, Diana Rael, Gayle Jetchick, Jacob Cox, Jake Calegari, James Schireman, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jessica Prosser, Jonathan Woodward, Jose Rodriguez, Julie Patterson, Kelly Bish, Laura Perry, Laurie Womer, Leah Ramsey, Lena McClelland, Leticia Callanen, Mac Callison, Maria Alvarez, Marisa Noble, Maurice Healy, Michael Kerrigan, Morgan Cullen, Morgan Jennings, Naomi Colwell, Rachel Allen, Robert Oliva, Sarah Pulliam, Sarah Wile, Stacy Wasinger, Stephen E. Rodriguez, Stephen Gubrud, Steve Nichols, Steve Timms, Susan Chapel, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Trevor Vaughn, Wendy Vue

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1. CALL TO ORDER

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2. APPROVAL OF March 12, 2025, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. UDO Amendment for Multifamily Parking in Applicable Transit Service Areas

Summary of Issue and Discussion:
Sarah Wile, Senior Planner III

Sarah Wile opened the presentation by greeting committee members and attendees and introducing herself as a Senior Planning and Business Development Department planner. She thanked the committee for the opportunity to speak and presented updates to the Unified Development Ordinance (UDO) in response to House Bill 24-1304, which was passed in 2024.

She explained that the amendment was required to bring the city's zoning code into compliance with new state legislation to improve housing attainability. The bill specifically prohibited municipalities from requiring minimum off-street parking for new multifamily developments, mixed-use projects containing residential units, and adaptive reuse of buildings with at least 50% residential space, but only within designated applicable transit service areas.

She clarified that this legislation did not prevent developers from including parking if they chose to, and the city would not impose any maximums. The intent was to allow flexibility, letting developers assess and provide parking based on their own needs, financial models, and site constraints.

To help illustrate the scope of the impact, S. Wile presented a map highlighting all applicable transit service areas across Aurora. She noted that most of the affected zones were concentrated in the city's western and central districts, where transit infrastructure was most dense. However, she also pointed out limited affected areas in the southeast, such as near Smoky Hill Road, and in the northeast, near 56th Avenue and Piccadilly Road. She shared that a public-facing interactive map was available online to help developers and residents check parcel-level impact.

She then explained that the city's current UDO was not compliant with the new law. Presently, Aurora requires all multifamily developments to provide off-street parking for residents and guests, with most projects including between 1.2 and 1.5 spaces per unit. She emphasized that while these requirements supported current parking availability, they also increased construction costs, consumed land that could be used for more units or open space, and ultimately contributed to higher rents.

S. Wile stated that despite the policy change, staff expected that most market-rate developers would continue providing roughly the same parking levels, since lenders often required it for financing. However, affordable housing projects might provide less parking, given different funding structures and target populations. These assumptions were based on feedback from the city's Parking Roundtable Forum held in the prior year.

She informed the committee that any development outside of a transit area would still need to follow current parking rules under the proposed amendment. Developers would no longer be required to meet a minimum within transit areas. However, all voluntarily provided off-street parking would still need to comply with ADA requirements and design standards, and developers would also be required to include bicycle parking provisions.

She closed by stating that a draft of the UDO changes would be published on the Engage Aurora website by the end of April, and that the city had been actively working with stakeholder groups, including the Joint Task Development Review Advisory Board, Park Aurora, and DOLA, to develop the language. The goal was to have the amendment adopted by the end of June.

- Chair Bergan thanked S. Wile and opened the floor for questions.
- CM Jurinsky indicated that she had no questions.
- Chair Bergan acknowledged that other jurisdictions were considering legal action against the state, characterizing the legislation as a clear overreach of Aurora's home rule authority. She pointed out that whenever multifamily housing was proposed in Aurora, residents consistently raised complaints about traffic and limited parking, even with current ratios of 1.2 to 1.5 spaces per unit. She warned that reducing or eliminating these requirements could result in significant public backlash. She speculated that the city might end up limiting multifamily housing altogether as a form of resistance to the state's mandate.
- Chair Bergan referred to the legislation requiring a compliance report to be submitted to the state. She asked if staff would submit such a report and whether the city planned to seek exceptions.
- J. Rustad responded, confirming that the city was preparing a compliance report. She explained that the proposed UDO amendment was written to align fully with the law. She reiterated that during previous discussions with developers, most indicated that financing requirements would continue to compel them to build the same amount of parking they already do. She cited one recent affordable housing development as an example- despite being fully leased, it had only four vehicles parked on-site, suggesting that not all multifamily residents needed parking.
- Chair Bergan asked for clarification on whether developers would still be permitted to provide parking if desired.
- J. Rustad confirmed that they could and noted that this version of the bill differed from earlier versions that might have penalized the inclusion of parking.
- CM Jurinsky questioned the purpose of the legislation as it wouldn't meaningfully change how developers approached parking. She suggested that the law was aimed at denser cities like Denver with more robust transit systems. She criticized the state legislature for imposing a one-size-fits-all policy on communities like Aurora. She agreed with Chair Bergan's earlier comments and emphasized her support for ending high-density residential development in the city as a potential response.
- Chair Bergan acknowledged CM Jurinsky's comment and moved to the following agenda item.

Outcome:
Council Member Bergan and Council Member Jurinsky approved this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the May 19, 2025, Study Session meeting agenda.

3.b. UDO Amendment for Accessory Dwelling Units
Summary of Issue and Discussion:
Jeremiah Fettig, Planner II

Jeremiah Fettig opened his presentation by thanking the committee for the opportunity to present and introduced himself as a Planner within the Planning and Business Development Department. He began by explaining that the purpose of his presentation was to provide an overview of proposed amendments to the Unified Development Ordinance (UDO) in response to House Bill 24-1152, which was passed by the Colorado state legislature in 2024.

He stated that the bill required all subject jurisdictions, municipalities with populations over 1,000 located within a Metropolitan Planning Organization, to permit accessory dwelling units (ADUs) on any lot currently zoned for single-family detached housing. The legislation mandated administrative approval processes for ADUs and required municipalities to allow units between 500 and 750 square feet. Moreover, the law limited a city's ability to impose architectural or dimensional design restrictions beyond what was required for the primary dwelling.

Before moving forward, Chair Bergan interrupted to pose a question regarding one of the points in the presentation, specifically a bullet indicating that homeowner associations (HOAs) would be unable to enforce restrictive covenants preventing ADUs. She expressed concern, noting that the bill itself did not explicitly reference HOAs or metro districts, and instead limited the definition of local government to municipalities, counties, and tribal nations. She referenced past conversations with legal counsel and a legislator who had confirmed that HOAs retained certain private property rights, and she strongly objected to including any statements about HOA restrictions in the city's presentation. Chair Bergan emphasized that this would likely be challenged and that HOAs offered a lifestyle choice with defined covenants that many residents intentionally opted into.

J. Rustad acknowledged the concern and said the city would revise future presentations accordingly. She affirmed that it was not within the city's purview to issue legal interpretations about HOA governance. She agreed that whether the law affected HOA covenants would likely be resolved through legal challenges. Chair Bergan reiterated that the city should not imply an interpretation one way or the other and thanked J. Rustad for the clarification. J. Fettig thanked the chair and agreed to remove the reference in future materials.

Resuming the presentation, J. Fettig clarified the three types of ADUs defined in the legislation: internal units located within a primary residence, attached units extending from the structure, and detached units, such as backyard cottages or converted

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Ordinance Amendment – Text Change for Multi-family Parking
Date: May 14, 2025
Development Application Number: DA-2163-24
Case Number: 2018-1006-24
Case Manager: Sarah Wile
Applicant: City of Aurora
General Location: Within the City Boundaries
Ward: All Wards

Project Summary:

In 2024, the Colorado General Assembly passed a number of bills related to land use and housing for local governments. These bills attempt to improve new housing development by encouraging more attainable housing, allowing more flexibility, and reducing roadblocks to new development. One of the bills, House Bill 24-1304, prohibits local governments from establishing or enforcing minimum parking requirements for multi-family buildings within one-quarter mile of bus or train stops ("Applicable Transit Service Areas"). The Planning and Business Development Department recommends amending the Unified Development Ordinance (UDO) to comply with the Bill by removing parking requirements for multi-family located in these transit areas. Text changes are proposed to Section 146-4.6 (Parking, Loading, and Stacking).

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF) and the Planning and Economic Development Committee (PED). Information was posted for the public on the Engage Aurora website in April. The proposed amendment was also brought to the Planning and Zoning Commission during a Study Session on April 23, 2025.

The proposal is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Section 146-5.4.1.C.3.

Request:

Recommendation of Approval to City Council for the Text Change to the Unified Development Ordinance

Background:

House Bill 24-1304 states that local governments must not enact or enforce local ordinances requiring minimum parking for multi-family housing developments located in Applicable Transit Service Areas. The Colorado Department of Local Affairs (DOLA) published an official map for use by subject jurisdictions of the Applicable Transit Service Areas. Applicable Transit Services Areas within Aurora are shown in Exhibit A. The Legislative Declaration of the Bill emphasizes that minimum off-street parking requirements restrict the amount of housing that can be built on sites, and that many parking spaces in residential developments often go unused. Minimum parking requirements that exceed what is necessary for the residents and visitors increase the cost of housing for residents and increase the costs of buildings and infrastructure for developers.

The prohibition applies to all new multi-family residential development, regardless of whether it is a freestanding residential building or part of a mixed-use building or development that also contains some non-residential uses. In addition, the prohibition applies to Adaptive Reuse of an existing building for completely residential purposes, and to Adaptive Reuse of an existing building for a mix of uses in which at least 50% of the resulting use is residential. Importantly, the law does not prohibit residential or mixed-use developers from including off-street parking in the development; it simply prohibits the city from requiring parking in the Unified Development Ordinance.

The law clarifies that nothing prevents the city from addressing the following parking-related issues in Applicable Transit Service Areas:

- If a developer voluntary includes off-street parking in a multi-family development, the city can require that all existing parking design requirements in the UDO (attached and detached parking, landscaping, pedestrian and vehicular circulation, etc.) are met.
- If a developer voluntary includes off-street parking in a multi-family development, the city can require that those spaces include an equivalent number of accessible parking spaces under the Americans with Disabilities Act.
- The city can continue to enforce minimum requirements for bicycle parking.
- The city may continue to enforce any parking agreements entered into before July 1, 2025, or any Site Plans approved prior to July 1, 2025.

The proposed UDO text amendment furthers the vision and goals of the Aurora Places Comprehensive Plan. One of the seven principles from the Comprehensive Plan is Housing for All, which aims to promote high-quality housing options across all socioeconomic levels, cultural identities and stages of life. Strategies from the Housing for All Principle that relate to multi-family parking include:

- Increasing housing of varying types and prices into placetypes throughout the city to create lively and diverse neighborhoods.
- Continuing to access zoning and development regulations to reduce ineffective regulations or unnecessary barriers to quality development.
- Ensuring that neighborhoods are effectively connected to safe and attractive pedestrian, bicycle, and public transit routes.
- Promoting resource-efficient development.

The draft UDO amendment (see Exhibit B) is meant to be all encompassing, while remaining legislatively complaint. Staff met with and presented the draft amendment to DOLA to ensure that the legislation was interpreted correctly and complies with the Bill. DOLA serves as the primary interface between the State and local communities. Additionally, they provide professional and technical assistance in the areas of governance and housing. The draft amendment provided with this report has been determined to be legislatively compliant by DOLA. DOLA is in the process of developing a voluntary reporting system for compliance with this law, but it is not required.

Summary of Staff Recommendation:

Recommend approval to the City Council. See last page for summary.

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on May 1, 2025.

Community Input:

In coordination with development community partners and policymakers, staff presented and formulated the proposed changes to several board and policy groups. Input and feedback provided by the various groups helped to develop and draft the proposed changes within the amendment.

Development Community Partners:
Development Review Advisory Board (DRAB)
Joint Task Force (JTF)
Aurora Housing Authority (AHA)

Elected / Appointed Leaders:
Planning and Economic Development Committee (PED)
Planning and Zoning Commission Study Session

Development Review City Staff Coordination:
Park Aurora
Staff Development Review Meetings

General Public:
A project webpage was published on Engage Aurora in early April 2025. This webpage included information on House Bill 24-1304, the UDO amendment process, frequently asked questions, important links, and next steps. Additionally, the webpage provided a question and comment tool. This tool allowed the public to provide written questions and comments to staff. Notice was provided on the city website and published in the newspaper. No comments were received.

Summary of Changes:

The proposed changes are within Section 146-4.6 (Parking, Loading, and Stacking) of the UDO and are included in Exhibit B.

Section 146-4.6.2 (Expansions and Change in Permitted Use):

- Clarifies that expansions of existing land uses or buildings will not require additional parking spaces if they include at least 50 percent multi-family residential and are located within an Applicable Transit Service Area.
- Clarifies that changes in land use will not require additional parking spaces if they include at least 50 percent multi-family residential and are located within an Applicable Transit Service Area.

Section 146-4.6.3 (Required Off-Street Parking):

- Updates Table 4.6-1 for "Dwelling, Multi-family" to note that there is no minimum parking requirement for multi-family in an Applicable Transit Service Area.
- Clarifies that any off-street parking voluntarily provided in a multi-family development located in an Applicable Transit Service Area is still required to comply with Accessible Parking requirements.
- Revises the Bicycle Parking requirement for multi-family located in an Applicable Transit Service Area to be one bicycle parking space per five dwelling units, up to a maximum of 30 total bicycle parking spaces (15 U-racks).

Section 146-4.6.4 (Parking Alternatives):

- Removes existing text stating that parking reductions are not eligible for multi-family dwellings located in proximity to transit.

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria**

   Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the Unified Development Ordinance:

   1. *The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and*
      a. *The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or*
      b. *The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or*
      c. *The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.*

   The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

   - It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the City Council; and
   - It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

Compliance with Comprehensive Plan:

The proposed Ordinance Text Amendment is in compliance with the following principals and goals of the Aurora Places Comprehensive Plan:

- Housing For All Principal, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community.
- Housing for All Principal, Goal 2: Work with partners to better understand specific needs for affordable housing and to develop new, creative housing options.
- Housing for All Principal, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the city.

Exhibits:

Exhibit A Applicable Transit Service Area Map
Exhibit B Draft UDO Amendment – Section 146-4.6

Staff Recommendation:

Agenda Item 8b: Ordinance Text Amendment

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the Unified Development Ordinance to allow for multi-family parking changes in Applicable Transit Service Areas because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the City Council; and
- It is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare of the community.

8b. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT AMENDMENT FOR MULTIFAMILY PARKING

In 2024, the Colorado General Assembly passed a number of bills related to land use and housing for local governments. These bills attempt to improve new housing development by encouraging more attainable housing, allowing more flexibility, and reducing roadblocks to new development. One of the bills, House Bill 24-1304, prohibits local governments from establishing or enforcing minimum parking requirements for multi-family buildings within one-quarter mile of bus or train stops ("Applicable Transit Service Areas"). The Planning and Business Development Department recommends amending the Unified Development Ordinance (UDO) to comply with the Bill by removing parking requirements for multi-family located in these transit areas. Text changes are proposed to Section 146-4.6 (Parking, Loading, and Stacking).

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF) and the Planning and Economic Development Committee (PED). Information was posted for the public on the Engage Aurora website in April. The proposed amendment was also brought to the Planning and Zoning Commission during a Study Session on April 23, 2025.

The proposal is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Section 146-5.4.1.C.3.

In coordination with development community partners and policymakers, staff presented and formulated the proposed changes to several board and policy groups. Input and feedback provided by the various groups helped to develop and draft the proposed changes within the amendment.

Development Community Partners:
Development Review Advisory Board (DRAB)
Joint Task Force (JTF)
Aurora Housing Authority (AHA)

Elected / Appointed Leaders:
Planning and Economic Development Committee (PED)
Planning and Zoning Commission Study Session

Development Review City Staff Coordination:
Park Aurora
Staff Development Review Meetings

General Public:
A project webpage was published on Engage Aurora in early April 2025. This webpage included information on House Bill 24-1304, the UDO amendment process, frequently asked questions, important links, and next steps. Additionally, the webpage provided a question and comment tool. This tool allowed the public to provide written questions and comments to staff. Notice was provided on the city website and published in the newspaper. No comments were received.

Testimony Given at the Hearing:
Sarah Wile, Case Manager, gave a presentation of the item, including the staff recommendation.

Chair Walls asked if the final version of the ordinance will link to the map that citizens can use to identify the locations this will impact.

S. Wile replied that staff will be linking directly to an interactive map within the final ordinance. This map will include a search layer that has only the applicable transit service areas. Citizens will be directed to this map. S. Wile also noted that staff will add this layer into the City of Aurora, Aurora Property Information Map as well.

Commissioner Hogan asked for clarification on the types of projects this amendment would be applicable to.

S. Wile stated that development projects within applicable transit service areas that are brought forth after the adoption of the amendment would be subject to its provisions.

Commissioner Hogan asked if multifamily projects that are currently under review or construction will be required to abide by this amendment if adopted.

S. Wile indicated that no, they would not. Only applicable projects after adoption of the amendment would fall under this ordinance amendment. S. Wile then clarified that a site plan amendment would be required if projects currently under review or construction wish to change their parking after it is adopted.

Martin Petrov, Aurora Housing Authority, provided public comment on the item. M. Petrov spoke in favor of the amendment. M. Petrov noted that the amendment would provide relief to developers to provide more affordable units in lieu of unused parking spaces.

Planning Commission Results

AGENDA ITEM 8b – UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT FOR MULTIFAMILY PARKING

A MOTION WAS MADE BY COMMISSIONER HOGAN AND SECONDED BY COMMISSIONER GAISER.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO ALLOW FOR MULTI-FAMILY PARKING CHANGES IN APPLICABLE TRANSIT SERVICE AREAS BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL; AND
2. IT IS REQUIRED TO PROMOTE ECONOMIC GROWTH AND INVESTMENT THAT WILL NOT CREATE MATERIAL RISKS TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Further Discussion:
No further discussion occurred.

MOTION PASSED UNANIMOUSLY

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-4.6.2, 146-4.6.3, AND 146-4.6.4 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO PARKING REQUIREMENTS

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on _____, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. Sections 146-4.6.2.B of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

B. *Expansions.*

1. Any expansion of the gross floor area of an existing land use or structure by more than 25 percent in Subarea A, or by more than 15 percent in Subareas B and C, shall provide additional parking for the expansion areas, including accessible parking, as required by Table 4.6-1. **This requirement does not apply to expansions that occur within an Applicable Transit Service Area as designated on the City's map and include at least 50 percent of the resulting use as multifamily residential.**
2. Additional parking may be required for increases in required parking of less than 25 percent in Subarea A or less than 15 percent in Subareas B and C if the Planning Director determines that the expansion is likely to create a significant increase in on-street parking in any surrounding residential neighborhood. **This requirement does not apply to expansions that occur within an Applicable Transit Service Area as designated on the City's map and include at least 50 percent of the resulting use as multifamily residential.**

Section 2. Sections 146-4.6.2.C of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

C. *Change in Permitted Use.*

1. Any change of a permitted or approved conditional use that results in an increase in required parking of more than 25 percent in Subarea A, or by more than 15 percent in Subareas B and C, shall provide additional parking, including accessible parking, as required by Table 4.6-1. **This requirement does not apply to changes in use that occur within an Applicable Transit Service Area as designated on the City's map and include at least 50 percent of the resulting use as multifamily residential.**
2. Additional parking may be required for increases in required parking of less than 25 percent in Subarea A or less than 15 percent in Subareas B and C if the Planning Director determines that the change of use is likely to create a significant increase in on-street parking in any surrounding residential neighborhood. **This requirement does not apply to changes in use that occur within an Applicable Transit Service Area as designated on the City's map and include at least 50 percent of the resulting use as multifamily residential.**
3. The provisions of Subsection C.1 shall not apply to any change of use in a multi-tenant commercial, mixed-use, or industrial building larger than 50,000 square feet in gross floor area unless the Planning Director determines that the change of use is likely to create a significant increase in on-street parking in any surrounding residential neighborhood.

Section 3. Section 146-4.6.3 Table 4.6-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 4.6-1		
Required Off-Street Parking		**sf. = square feet** **gfa = gross floor area**
Number Required	**Category**	**Required Parking**
0	Uses that may be primary or accessory uses: Cemetery	No Parking Requirement

	Park and Open Space Agriculture Urban Agriculture Above Ground Bulk Storage of Flammable Liquids or Gasses;	
	Storage, Distribution, and Warehousing	For storage and warehousing: No parking requirement For distribution facilities: 1 space per 1,000 sf. gfa
	Mining Railroad Track Transit Facility Electric Power Generator Station Solar Collector as a Primary Use Telecom Facility, Tower Telecom Facility, Freestanding Monopole Telecom Facility, Freestanding Unipole Telecom Facility, Freestanding, Stealth Utility, Major Utility, Minor Wind Energy System, Large Bio-medical Waste Treatment Facility	No Parking Requirement
1	Data Center	1 space per peak-time employee

	Brewery, Distillery, or Winery Catering Service Bulk Commodity Storage Facility Outdoor Storage Heavy Manufacturing Light Manufacturing Marijuana Cultivation Facility, Marijuana Product Manufacturing Facility, Marijuana Research Business, or Marijuana Transporter Licensed Premises Marijuana Testing Facility Hemp Processing, Manufacturing or Storage Facilities Specialty Food Manufacturing Intermodal Cargo Transfer Yard Locomotive and Railcar Yard and Repair Facility Motor Freight Terminal Electric Power Generator Station Motor Vehicle Towing, Salvage, and Dismantling Vehicle Fleet Operations Center Recycling Collection Facility, Sewage Disposal Plant Solid Waste Transfer Facility	

	Slaughterhouse, Small	
	Horse Stable or Riding Academy	1 space per peak-time employee, plus 1 space per 5 stalls.
1	Dwelling, Co-housing Development Dwelling, Cottage Development Dwelling, Tiny House Dwelling Unit, Accessory	General: 1 space per dwelling unit. Affordable Housing Structure: .85 spaces per dwelling unit. For multifamily, and other residential developments where individual dwelling units (other than accessory dwelling units) do not have individual frontage on a public or private street: 1 additional space per 5 dwelling units for guest parking.
	Dwelling, Multifamily	General: 1 space per dwelling unit. Affordable Housing Structure: .85 spaces per dwelling unit. MU-TOD: .85 spaces per dwelling unit. For multifamily, and other residential developments where individual dwelling units (other than accessory dwelling units) do not have individual frontage on a public or private street: 1 additional space per 5 dwelling units for guest parking. **Multifamily in Applicable Transit Service Areas: No minimum parking requirement.**

Continuing Care Retirement or Assisted Living Facility	.85 spaces per dwelling unit. For multifamily, and other residential developments where individual dwelling units (other than accessory dwelling units) do not have individual frontage on a public or private street: 1 additional space per 5 dwelling units for guest parking.
Nursing or Convalescent Home	1 space per 5 units plus 1 space per peak-team employee
Outdoor Recreation and Entertainment	1 space per 4 design capacity. For sports fields exclusively dedicated to organized sports; not including those located in a community park: 40 spaces per sports fields
Dormitory, Fraternity, or Sorority House	0.5 space per unit
Congregate Living Facility Group Home, FHAA Large Group Home, FHAA Small Supportive Housing, Large Supportive Housing, Small	1 space per 2 persons of design capacity. Group homes occupying a structure previously constructed for another residential use shall have the same parking requirements as the previous residential use.
Hotel	0.75 space per unit
Adult or Child Day Care Center, Large Adult or Child Day Care Center, Small	1 space per 10 persons care capacity, plus 1 space per peak-time employee

	Civic, Cultural or Public Use Facility Club, Lodge, and Service Organization	1 space per 4 persons design capacity
	Place of Worship	1 space per 4 seats in primary place of assembly
	Crematorium Mortuary	1 space per 4 persons design capacity
	School, Elementary or Secondary	Elementary or middle: 1 space per classroom, plus 1 space per 10 seating capacity in the largest assembly area. High school: 1 space per classroom, plus 1 space per 3 seating capacity in the largest assembly area.
1	Recreational Vehicle Park	1 space per designated camping / RV spot
	Racetrack Stadium Theater	1 space per 4 seats design capacity
	Home Building Supplies	1 space per 1,000 sf. gfa plus 1 space per 2,500 sf. of outdoor display or storage area
	Self-storage Facility	1 space per 50 storage units
	Indoor Shooting Range	1 space per firing lane

	Bed and Breakfast	1 space per guest room plus 1 additional space
	Plant and Tree Nursery and Greenhouse	1 space per 2,500 sf. gfa used for outdoor display and storage
	Caretaker's Residence Art Studio or Workshop	1 space
	Hospital	1.5 spaces per bed, plus 1 space per peak-time employee
1	Automobile and Light Truck Sales and Rental	1 space per 1.5 employees, plus 1 space per 150 gfa of repair or maintenance space, plus 1 space per 600 gfa of showroom, indicating the location of any and all customer parking, vehicle storage and outdoor display area
	Motor Vehicle Body Shop and Painting	
	Motor Vehicle Indoor Showroom or Broker	
	Motor Vehicle Repair and Service	
	Other Motor Vehicle, Trailer, Boat, or Manufactured Home Sales or Rental	
2	Indoor Recreation and Entertainment (except Stadium) in MU-OA district Retail Sales, Large or Small (when located in shopping centers with 200,000 sq. ft. gfa or more) Sale at Wholesale	2 spaces per 1,000 sf. gfa
	Dwelling, Green Court	2 space per dwelling unit.

	Dwelling, Live/work Dwelling, Loop Lane Dwelling, Motor Court Dwelling, Single-Family Attached (Townhouse) Dwelling, Single-family Detached Dwelling, Two-family (Duplex) Manufactured Housing	For manufactured homes: 1 additional space per 5 dwelling units for guest parking For live/work dwelling: Additional parking requirements apply to non-dwelling space as indicated in this Table 4.6-1
	Higher Education Institution	2 spaces per 1,000 sf. office, research, and library areas plus 1 space per 125 sf. in largest assembly areas
	Temporary Construction Support Facility	2 spaces
	Kennel Veterinary Clinic and Hospital Day Labor Hall (Subarea A) Medical and Dental Clinic Office (Subarea A) Office, Flex Indoor Recreation and Entertainment (except Stadium), except in MU-OA District Pari-mutuel Wagering Facility Pawnbroker Personal Service, Large	2.5 spaces per 1,000 sf. gfa For office uses: In the MU-C, MU-OA-MS, MU-R, MU-FB, and MU-TOD districts: Maximum 4 spaces per 1,000 sf. gfa for primary buildings with more than 100,000 sf. gfa

	Personal Service, Small Retail Liquor Store (Subarea A) Retail Marijuana Store Retail Sales, Large or Small (except when located in shopping centers with 200,000 sq. ft. gfa or more) Sexually-Oriented Business Ground Floor Commercial Use (Subarea A) (Accessory Use)	
	Equipment Rental and Repair	MU-OA district: 2.5 spaces per 1,000 sf. gfa Other districts: 2.5 spaces per 1,000 sf. gfa plus 1 space per 5,000 sf. outdoor display or storage area
3	Meeting, Banquet, Event, or Conference Facility Day Labor Hall (Subareas B And C) Office (Subareas B And C) Retail Liquor Store (Subareas B And C) Motor Vehicle Fuel Dispensing Station Ground Floor Commercial Use (Subareas B And C) (Accessory Use)	3 spaces per 1,000 sf. gfa For office uses: In the MU-C, MU-OA-MS, MU-R, MU-FB, and MU-TOD districts: Maximum 4 spaces per 1,000 sf. gfa For motor vehicle fuel dispensing station: Fuel pump spaces do not count toward minimum parking requirement
	Private Golf Course, Tennis Club, Country Club, or Clubhouse	3 spaces per hole or 1 space per 400 sf. of clubhouse space, whichever is greater
4	After Hours Club or Entertainment	4 spaces per 1,000 sf. gfa

	Bar and Tavern Brewpub Microbrewery Restaurant Medical and Dental Clinic	For motor vehicle fuel dispensing station: Fuel pump spaces do not count toward minimum parking requirement

Section 4. Section 146-4.6.3.E of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

E. *Accessible Parking.* Within the requirements of Section 146-4.6.3.C (Minimum Required Parking) and not in addition to those requirements~~)~~, accessible parking shall be provided for all multifamily and non-residential uses as shown in Table 4.6-2 or as required **by** the International Building Code, the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities and Colorado Revised Statutes, whichever has the higher requirement. **For multifamily dwellings within an Applicable Transit Service Area, any off-street parking voluntarily provided in a residential or mixed-use development with residential uses shall provide accessible parking spaces as shown in Table 4.6-2 or as required by the International Building Code, the Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities and Colorado Revised Statutes, whichever has the higher requirement.**

Section 5. Section 146-4.6.3.F of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

F. *Bicycle Parking.* Unless a different standard is required by a Use-specific Standard in Section 146-3.3, the following amounts of bicycle parking shall be provided.
   1. *Bicycle Parking Spaces Required.*
      a. Multifamily and non-residential development in Subarea A shall provide bicycle parking spaces equal to at least 10 percent of required automobile parking spaces, and multifamily and non-residential development in Subareas B and C shall provide bicycle parking spaces equal to at least five percent of the required automobile parking spaces; provided, that each multifamily and non-residential use shall install a minimum of two U-racks or other similar bicycle storage, and no multifamily or non-residential use shall be required to install more than 15 U-racks or other similar bicycle storage. **When multifamily development in any Subarea is located in an**

Applicable Transit Service Area, the development shall provide one bicycle parking space per five dwelling units, and no multifamily development shall be required to install more than 15 U-racks or other similar bicycle storage.

b. The requirements of Subsection F.1 also apply to the non-residential component of each mixed-use development.
c. Each inverted-U bicycle rack counts as two bicycle parking spaces.
d. *Reserved.*

Section 6. Section 146-4.6.4.A of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

A. *Proximity to Transit.*
1. The minimum number of off-street parking spaces required for new development or redevelopment may be reduced if the proposed development or redevelopment is located within one-quarter mile, measured by the most direct walking route, of any Regional Transportation District (RTD), or other publicly authorized transit agency transit stop as follows:
   a. 30 percent reduction with a peak frequency of 15 minutes or better.
   b. 15 percent reduction with a peak frequency of between 16 and 30 minutes.
2. No development approved with this parking reduction shall be considered nonconforming parking or shall be subject to the requirements of Section 146-5.5.5 (Nonconforming Site Feature), for not meeting minimum parking requirements if the bus or transit line is later relocated, or if peak service frequency falls below the peak frequency requirements in Subsection 1 above, and the remaining number of parking spaces provided for that use does not meet the minimum requirements of Section 146-4.6.3.C (Minimum Required Parking).
~~3. This reduction is not available for multifamily dwellings.~~

Section 7. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 8. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 9. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland MK
(LENA MCCLELLAND, Assistant City Attorney)

CITY OF AURORA
Council Agenda Commentary

Item Title: Unified Development Ordinance (UDO) Text Amendments for Accessory Dwelling Units (Ordinance)
Item Initiator: Jeremiah Fettig, Planner II, Planning and Business Development
Staff Source/Legal Source: Jeremiah Fettig, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: 5/19/2025

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): 6/23/2025

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

Jeremiah Fettig, Planner II, Planning and Business Development / Lena McClelland, Assistant City Attorney
Estimated time: 15 mins

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☒ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☐ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Planning & Economic Development

Policy Committee Date: 4/9/2025

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval

☐ Does Not Recommend Approval

☒ Forwarded Without Recommendation

☐ Minutes Not Available

☒ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In 2024, the Colorado General Assembly passed a number of bills related to land use and housing for local governments. These bills attempt to improve new housing development by encouraging more attainable housing, allowing more flexibility, and reducing roadblocks to new development. One of the bills, House Bill 24-1152 (HB24-1152, ADU Bill or Bill) will allow accessory dwelling units (ADUs) on all lots of defined Subject Jurisdictions, including the City of Aurora where single-family detached dwelling units are permitted. The Planning & Business Development Department recommends amending the Unified Development Ordinance (UDO) to comply with the ADU Bill, relating to accessory dwelling units. Text changes are proposed to Sections 146-3.2, -3.3, -5.4, and -6.2.

At the Planning and Zoning Commission public hearing on May 14, 2025, the commissioners unanimously recommended approval (6-0, with one vacancy) of the UDO amendment to City Council. The commissioners found that the amendment complied with the requirements of Section 146-5.4.1.C.3.b. of the UDO for the following reasons:

1) It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the City Council; and
2) It is required because of changed conditions or circumstances in all or a portion of the city.

The staff report from the Planning and Zoning Commission public hearing is included in Exhibit B and the draft minutes are included in Exhibit C.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

The Bill requires the expansion of permitted ADUs to include three defined ADU types, internal units within the primary dwelling, units attached to the primary dwelling and units detached from the primary dwelling. In addition to allowing more ADU types, where ADUs are allowed will include all zone districts and lots that permit single-family detached dwelling units. The legislation goes on to define an ADU as a dwelling unit that: provides complete independent living facilities for one or more individuals, is located on the same lot as a proposed or existing primary residence and includes facilities for living, sleeping, eating, cooking, and sanitation.

The ADU Bill cites that allowing for the construction of smaller and relatively affordable units in areas where utilities and infrastructure are already available can promote and increase housing options for smaller households, lower income households, and the elderly wishing to age in their neighborhoods.

The proposed UDO text amendment furthers the vision and goals of the *Aurora Places Comprehensive Plan*. One of the seven principles from the Comprehensive Plan is Housing for All, this principle aims to promote high-quality housing options across all socioeconomic levels, cultural identities and stages of life. Strategies from the Housing for All Principle that relate to ADUs include;

- Integrating housing of varying types and prices into placetypes throughout the city to create lively and diverse neighborhoods.
- Allowing accessory dwellings to accommodate extended family arrangements or generate income to accommodate rising housing prices.
- Encouraging the construction or rehabilitation of homes for downsizing households.
- Promoting resource-efficient development.

The city amended the UDO in 2018 to permit detached ADUs in the OA-R1 (Original Aurora Low Density Residential District) and OA-R2 (Original Aurora Medium Density Residential District) through a conditional use permit process, requiring a public hearing before the Planning and Zoning Commission. Currently, four (4) ADUs have been constructed. Additionally, in 2023, the Painted Prairie Master Plan was amended to permit ADUs in conjunction with new construction. At this time, no ADUs have been permitted or constructed within Painted Prairie.

Staff has met with and presented the draft ordinance to the Colorado Department of Local Affairs (DOLA) to ensure the legislation was interpreted correctly and the draft ordinance was not in conflict. DOLA serves as the primary interface between the State and local communities. The ADU Bill includes a mandatory reporting component. Every Subject Jurisdiction must file a report with DOLA demonstrating that the community has complied with the requirements of the law. This report must be submitted no later than June 30, 2025.

Meetings with stakeholders groups (Joint Task Force, Development Review Advisory Board, Historic Preservation Commission and other city departments, etc.) were held in March, April and May. No specific concerns were brought up from stakeholders regarding the proposed UDO Amendment. A project page was created on Engage Aurora in early April to share information with the public on this amendment as well. Exhibit D includes the questions and answers from public comments provided on Engage Aurora.

Staff presented to the Planning & Economic Development Policy Committee on April 9, 2025 (approved minutes attached as Exhibit A), where the item was forwarded to City Council Study Session. Staff also introduced the amendment to the Planning & Zoning Commission in a Study Session on April 23, 2025 and the feedback received was incorporated into the draft text amendment. The proposed amendment is supported by several policies and goals in the Aurora Places Comprehensive Plan and meets the approval criteria for text amendments in Section 146-5.4.1.C.3.b.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does the City Council wish to move the UDO Text Amendment relating to accessory dwelling units forward to a City Council Regular Meeting?

LEGAL COMMENTS

The City Council is the governing body of the City and has the authority to approve amendments to the text of the UDO. (UDO §146-5.1.1.A)
The City Council shall conduct a public hearing on the application. (UDO §146-5.4.1.C.2.c)
Amendments to the text of the UDO shall only be approved if City Council finds that the proposed amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and (a) the text amendment is required because of changed conditions or circumstances in all or a portion of the City; or (b) the text amendment is required to address a new or unforeseen threat to the public health, safety, and welfare; or (c) the text amendment is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare. (UDO §146-5.4.1.C.3.b.i) (McClelland)

UDO Text Amendment for Accessory Dwelling Units

Project No: DA-2163-23
Public Hearing
Aurora City Council
June 9, 2025

Overview

- In 2024, the Colorado General Assembly passed House Bill 24-1152, which requires Subject Jurisdictions in Colorado to permit Accessory Dwelling Units (ADUs) on lots where Single-Family Detached Dwellings are permitted
- Effort to create smaller and relatively affordable units where utilities and infrastructure are available
- Promote and increase housing options for smaller households, lower income households, and the elderly wishing to age in their neighborhoods
- The Planning and Business Development Department recommends amending the UDO to comply with the Bill for ADUs

Background

- ADUs permitted within Original Aurora since 2018, they require conditional use permit approval with a public hearing and have specific use standards and requirements
- Existing code includes text that the Bill defines as “restrictive design or dimension standard”
- The change applies to all lots zoned for single-family detached dwellings as ADUs become permitted accessory uses
- Mandatory reporting requirement for subject jurisdictions to exhibit code compliance with the Bill



Summary of UDO Text Amendment for ADUs

- **146-3.2 Permitted Use Table**
  - Revise zone districts that permit ADUs to all that allow for single-family detached dwellings (R-R, R-1, R-2, R-3, R-4, OA-R1, OA-R2, MU-A and APZ)
- **146-3.3 Use Specific Standards**
  - Removal of restrictive dimensional and design requirements
  - Incorporating specific standards by ADU type; internal, attached and detached
  - Clarifying that no more than one ADU may be located on any lot
  - Size of basement or upper story internal ADUs may be no greater than the floor area of the principal dwelling
  - Maximum floor area of main floor internal, attached and detached ADUs is 750 square feet
  - Maximum height for detached ADUs is 24 feet
  - Prohibiting the use of recreational vehicles, trailers and wheeled vehicles for the use of ADUs
  - Removing the requirement of additional off-street parking
  - Requiring objective architectural and design standards
  - Removal of owner occupancy requirement

Summary of UDO Text Amendment for ADUs

- **146-5.4 Specific Procedures**
  - Provide size, height and setback allowances for the conversion of previously constructed garages or accessory structures to detached accessory dwelling units
- **146-6.2 Definitions**
  - Update existing definition to include the three permitted ADU types defined in the legislation; internal, attached and detached

Community Input

Numerous meetings were held with development community partners, elected / appointed leaders, and internal development review staff.

A project webpage was published on Engage Aurora in early April to provide information.

Legal notice was provided in the Aurora Sentinel.

Comments received from the public during the review process were included in tonight's Packet.



Compliance with Comprehensive Plan

- Housing For All Principle, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community.
- Housing for All Principle, Goal 3: Locate affordable and senior housing throughout the City and at locations with a variety of transportation options.
- Housing for All Principle, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the City.
- Housing for All Principle, Goal 5: Decrease barriers to homeownership.
- A Thriving Environment Principle, Goal 2: Conserve and efficiently use energy resources
- A Thriving Environment Principle, Goal 2: Conserve and efficiently use energy resources.

Approval Criteria

City of Aurora Unified Development Ordinance, Section 146-5.4.1.C.3.b., Ordinance Text Amendment:

1. *The applicant has demonstrated that the proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and*

   a. *The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or*
   b. *The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or*
   c. *The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.*

Staff Findings

- Recommend approval to the City Council of the Ordinance Text Amendment to the UDO for accessory dwelling units because the proposal complies with the requirements of Section 146-5.4.1.C.3.b of the Unified Development Ordinance

PLANNING AND ECONOMIC DEVELOPMENT POLICY COMMITTEE MEETING MINUTES

Date: **April 9, 2025**
Time: **8:30 am**

Members Present	Chair: Council Member Francoise Bergan, Council Member Danielle Jurinsky
Others Present	Aja Tibbs, Alison Lueck, Andrea Amonick, Ani Karabashian, Ashvina Patel, Becky Hogan, Brad Pierce, Brandon Cammarata, Brenda Kenney, Brian Rulla, Brit Vigil, Bruce Dalton, Caitlynn Fortner, Cathy DeWolf, Cesarina Dancy, Chad Giron, Chance Horiuchi, Chris Fellows, Claude Boiteau, Connor Bailey, Crystal Vigil, Dan Harrington, Daniel Krzyzanowski, David Schoonmaker, David Scott, Deborah Bickmire, Diana Rael, Gayle Jetchick, Jacob Cox, Jake Calegari, James Schireman, Jeannine Rustad, Jeffrey Moore, Jennifer Orozco, Jeremiah Fettig, Jessica Prosser, Jonathan Woodward, Jose Rodriguez, Julie Patterson, Kelly Bish, Laura Perry, Laurie Womer, Leah Ramsey, Lena McClelland, Leticia Callanen, Mac Callison, Maria Alvarez, Marisa Noble, Maurice Healy, Michael Kerrigan, Morgan Cullen, Morgan Jennings, Naomi Colwell, Rachel Allen, Robert Oliva, Sarah Pulliam, Sarah Wile, Stacy Wasinger, Stephen E. Rodriguez, Stephen Gubrud, Steve Nichols, Steve Timms, Susan Chapel, Thomas Blevins, Tod Kuntzelman, Tom Oldenburg, Trevor Vaughn, Wendy Vue

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1. CALL TO ORDER

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2. APPROVAL OF March 12, 2025, DRAFT MINUTES–COUNCIL MEMBER BERGAN

2.a. The minutes were approved.

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3. GENERAL BUSINESS

3.a. UDO Amendment for Multifamily Parking in Applicable Transit Service Areas

Summary of Issue and Discussion:
Sarah Wile, Senior Planner III

Sarah Wile opened the presentation by greeting committee members and attendees and introducing herself as a Senior Planning and Business Development Department planner. She thanked the committee for the opportunity to speak and presented updates to the Unified Development Ordinance (UDO) in response to House Bill 24-1304, which was passed in 2024.

She explained that the amendment was required to bring the city's zoning code into compliance with new state legislation to improve housing attainability. The bill specifically prohibited municipalities from requiring minimum off-street parking for new multifamily developments, mixed-use projects containing residential units, and adaptive reuse of buildings with at least 50% residential space, but only within designated applicable transit service areas.

She clarified that this legislation did not prevent developers from including parking if they chose to, and the city would not impose any maximums. The intent was to allow flexibility, letting developers assess and provide parking based on their own needs, financial models, and site constraints.

To help illustrate the scope of the impact, S. Wile presented a map highlighting all applicable transit service areas across Aurora. She noted that most of the affected zones were concentrated in the city's western and central districts, where transit infrastructure was most dense. However, she also pointed out limited affected areas in the southeast, such as near Smoky Hill Road, and in the northeast, near 56th Avenue and Piccadilly Road. She shared that a public-facing interactive map was available online to help developers and residents check parcel-level impact.

She then explained that the city's current UDO was not compliant with the new law. Presently, Aurora requires all multifamily developments to provide off-street parking for residents and guests, with most projects including between 1.2 and 1.5 spaces per unit. She emphasized that while these requirements supported current parking availability, they also increased construction costs, consumed land that could be used for more units or open space, and ultimately contributed to higher rents.

S. Wile stated that despite the policy change, staff expected that most market-rate developers would continue providing roughly the same parking levels, since lenders often required it for financing. However, affordable housing projects might provide less parking, given different funding structures and target populations. These assumptions were based on feedback from the city's Parking Roundtable Forum held in the prior year.

She informed the committee that any development outside of a transit area would still need to follow current parking rules under the proposed amendment. Developers would no longer be required to meet a minimum within transit areas. However, all voluntarily provided off-street parking would still need to comply with ADA requirements and design standards, and developers would also be required to include bicycle parking provisions.

She closed by stating that a draft of the UDO changes would be published on the Engage Aurora website by the end of April, and that the city had been actively working with stakeholder groups, including the Joint Task Development Review Advisory Board, Park Aurora, and DOLA, to develop the language. The goal was to have the amendment adopted by the end of June.

- Chair Bergan thanked S. Wile and opened the floor for questions.
- CM Jurinsky indicated that she had no questions.
- Chair Bergan acknowledged that other jurisdictions were considering legal action against the state, characterizing the legislation as a clear overreach of Aurora's home rule authority. She pointed out that whenever multifamily housing was proposed in Aurora, residents consistently raised complaints about traffic and limited parking, even with current ratios of 1.2 to 1.5 spaces per unit. She warned that reducing or eliminating these requirements could result in significant public backlash. She speculated that the city might end up limiting multifamily housing altogether as a form of resistance to the state's mandate.
- Chair Bergan referred to the legislation requiring a compliance report to be submitted to the state. She asked if staff would submit such a report and whether the city planned to seek exceptions.
- J. Rustad responded, confirming that the city was preparing a compliance report. She explained that the proposed UDO amendment was written to align fully with the law. She reiterated that during previous discussions with developers, most indicated that financing requirements would continue to compel them to build the same amount of parking they already do. She cited one recent affordable housing development as an example- despite being fully leased, it had only four vehicles parked on-site, suggesting that not all multifamily residents needed parking.
- Chair Bergan asked for clarification on whether developers would still be permitted to provide parking if desired.
- J. Rustad confirmed that they could and noted that this version of the bill differed from earlier versions that might have penalized the inclusion of parking.
- CM Jurinsky questioned the purpose of the legislation as it wouldn't meaningfully change how developers approached parking. She suggested that the law was aimed at denser cities like Denver with more robust transit systems. She criticized the state legislature for imposing a one-size-fits-all policy on communities like Aurora. She agreed with Chair Bergan's earlier comments and emphasized her support for ending high-density residential development in the city as a potential response.
- Chair Bergan acknowledged CM Jurinsky's comment and moved to the following agenda item.

Outcome:
Council Member Bergan and Council Member Jurinsky approved this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the May 19, 2025, Study Session meeting agenda.

3.b. UDO Amendment for Accessory Dwelling Units
Summary of Issue and Discussion:
Jeremiah Fettig, Planner II

Jeremiah Fettig opened his presentation by thanking the committee for the opportunity to present and introduced himself as a Planner within the Planning and Business Development Department. He began by explaining that the purpose of his presentation was to provide an overview of proposed amendments to the Unified Development Ordinance (UDO) in response to House Bill 24-1152, which was passed by the Colorado state legislature in 2024.

He stated that the bill required all subject jurisdictions, municipalities with populations over 1,000 located within a Metropolitan Planning Organization, to permit accessory dwelling units (ADUs) on any lot currently zoned for single-family detached housing. The legislation mandated administrative approval processes for ADUs and required municipalities to allow units between 500 and 750 square feet. Moreover, the law limited a city's ability to impose architectural or dimensional design restrictions beyond what was required for the primary dwelling.

Before moving forward, Chair Bergan interrupted to pose a question regarding one of the points in the presentation, specifically a bullet indicating that homeowner associations (HOAs) would be unable to enforce restrictive covenants preventing ADUs. She expressed concern, noting that the bill itself did not explicitly reference HOAs or metro districts, and instead limited the definition of local government to municipalities, counties, and tribal nations. She referenced past conversations with legal counsel and a legislator who had confirmed that HOAs retained certain private property rights, and she strongly objected to including any statements about HOA restrictions in the city's presentation. Chair Bergan emphasized that this would likely be challenged and that HOAs offered a lifestyle choice with defined covenants that many residents intentionally opted into.

J. Rustad acknowledged the concern and said the city would revise future presentations accordingly. She affirmed that it was not within the city's purview to issue legal interpretations about HOA governance. She agreed that whether the law affected HOA covenants would likely be resolved through legal challenges. Chair Bergan reiterated that the city should not imply an interpretation one way or the other and thanked J. Rustad for the clarification. J. Fettig thanked the chair and agreed to remove the reference in future materials.

Resuming the presentation, J. Fettig clarified the three types of ADUs defined in the legislation: internal units located within a primary residence, attached units extending from the structure, and detached units, such as backyard cottages or converted

garages. He noted that ADUs must contain independent living facilities, including a kitchen, sleeping area, sanitation, and eating space, and must be located on the same lot as a primary dwelling.

He connected the legislative requirements to the goals of the Aurora Places Comprehensive Plan, noting that the expansion of ADUs supported the plan's housing for all principle. He cited the state's rationale for the bill, which included promoting more minor, more affordable housing units in areas with existing infrastructure. ADUs, he said, could serve multigenerational families, help lower-income households, and offer seniors opportunities to age in place while also creating income-generating possibilities for homeowners. He added that the construction of ADUs could potentially raise property values.

J. Fettig continued, outlining what types of ADU regulations the city was still allowed to implement under the bill. These included permitting more than one ADU per lot, allowing ADUs to be smaller or larger than the 500–750 square foot range, and setting maximum size ratios relative to the primary dwelling. The city could also choose whether or not to permit RVs or trailers as ADUs, require that an existing parking space be designated for the ADU, and enforce compliance with local building and life safety codes.

Conversely, he listed restrictions placed on municipalities by the legislation. Cities could not require either the ADU or the primary unit to be owner-occupied, could not mandate additional off-street parking, and could not apply subjective architectural or landscaping standards. Lot size and setback requirements were also limited to those already in place for single-family homes, with rear setbacks capped at five feet. Cities were also prohibited from excluding any of the three ADU types defined in the law.

J. Fettig then explained how ADUs had been permitted in Aurora since 2018, although under highly restrictive conditions. They were only allowed in three zoning districts, in Original Aurora, and required a conditional use permit and a public hearing before the Planning and Zoning Commission. He noted that the city's existing administrative building permit process already conformed to the state's legislation. However, the use-specific standards were not compliant, as they limited ADUs to detached units in rear yards, restricted their size, and required alley access.

To achieve compliance, J. Fettig stated that staff were preparing an amendment to expand the permitted use table, eliminate the conditional use process, and broaden the districts where ADUs would be allowed. Subjective design standards would be removed, and the definition of ADUs would be updated to reflect all three permitted types. Staff also ensured that new parameters were tailored to Aurora's context while staying within legislative constraints.

He shared that a draft of the proposed changes would be available for public review on Engage Aurora by the end of April. The city had already launched an informational site for both UDO projects, complete with frequently asked questions

and public resources. Staff had initiated meetings with internal stakeholders and technical advisory groups representing departments such as fire, engineering, life safety, and building services. Public hearings with the Planning Commission and City Council were expected as the amendment process moved forward.

J. Fettig concluded the presentation and invited questions from the committee.

- Chair Bergan asked CM Jurinsky if she had any questions.
- CM Jurinsky declined.
- Chair Bergan offered brief final remarks, expressing disappointment with the legislation. She emphasized that Aurora already permitted ADUs and that the state's move to impose further mandates represented another erosion of local home rule authority. She hoped the bill would face challenges from other jurisdictions. She then moved the committee on to the following item.

Outcome:
Council Member Bergan and Council Member Jurinsky approved this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the May 19, 2025, Study Session meeting agenda.

3.c. Colfax and 13th Avenue Station Area Plan
Summary of Issue and Discussion:
Daniel Krzyzanowski, Planning Supervisor

Daniel Krzyzanowski began his presentation by greeting the committee and introducing himself as a Planning Supervisor in the city's Planning Department. He explained that the purpose of this item was to present the completed draft of the Colfax and 13th Avenue Station Area Plan and to request approval for it to move forward for formal adoption.

He reminded the committee that this plan was first introduced in late 2023 and that staff were returning with a final version. The area covered by the plan spanned approximately 187 acres in north-central Aurora and included two RTD light rail stations: the Colfax Station, which featured the signature bridge over Colfax Avenue near the Anschutz Medical Campus, and the 13th Avenue Station, located southeast of Colfax on the east side of I-225.

D. Krzyzanowski described the surrounding context, noting that the plan area sat adjacent to key medical employers such as the Anschutz Medical Campus and the HealthONE Behavioral Health Center. Established residential neighborhoods, including Hoffman Heights, Chambers Heights, and the Meadows Mobile Home Community bordered it. He explained that the plan served two primary purposes: to update the original 2009 station area plan, which was outdated and predated the light rail infrastructure, and to prepare the area for near-term development by laying the groundwork for a future urban renewal plan.

He emphasized that the updated plan reaffirmed the area's vision as a transit-oriented, mixed-use community, consistent with the earlier plan, but with refreshed zoning tools, land use designations, and development standards to reflect current conditions. He shared that the document outlined specific action items to support this vision and was intended to directly inform the structure of a forthcoming urban renewal plan to address infrastructure needs and facilitate investment in the area.

Displaying a visual of the proposed land use framework, D. Krzyzanowski noted that the plan preserved the Colfax corridor as a commercial mixed-use zone intended to serve residents, employees, and visitors. South of Colfax, the plan envisioned a mix of residential development, with particular attention to two significant redevelopment opportunities: the site surrounding the 13th Avenue Station and another parcel located south of Tollgate Creek. He added that a new park or recreational amenity was being considered near the 13th Avenue Station, which could serve new residents and surrounding neighborhoods.

He then moved to the mobility framework and outlined how the plan proposed future street and pedestrian connections to improve access between neighborhoods and Colfax Avenue's transit and services. One key improvement was the extension of Dillon Way, which would connect 13th Avenue to development sites south of Tollgate Creek, facilitating public safety access and resident mobility. Other proposed enhancements included incremental pedestrian or street links to re-stitch the area over time, creating a more walkable, integrated environment.

After the presentation, D. Krzyzanowski displayed the adoption schedule. If the committee approves, the next step would be a public hearing with the Planning and Zoning Commission on April 23, followed by City Council consideration in early June. He reiterated that finalizing the station area plan was critical in enabling the city to proceed with an urban renewal plan later in the summer. He concluded his remarks by opening the floor for questions.

- Chair Bergan thanked D. Krzyzanowski for the presentation and asked if there were any questions.
- CM Jurinsky asked whether a fiscal note was associated with the plan.
- D. Krzyzanowski responded that it was not. He clarified that the document was a policy and planning framework only and that any actual improvements, such as infrastructure construction or further studies, would be brought back to the City Council individually, each with its funding request and detailed fiscal note. He reiterated that the plan served to set the vision and strategy, but did not carry an immediate financial commitment.
- CM Jurinsky followed up with a question about RTD's involvement in the process. She expressed skepticism about RTD's safety and ridership issues and asked whether the agency genuinely participated in development discussions. She stressed that while the city could invest in infrastructure and beautification, RTD needed meaningful engagement and responsibility to improve the area's overall viability.

- D. Krzyzanowski affirmed that RTD had been involved throughout the planning process. He stated that the agency had supported the plan and aligned with RTD's broader strategy of encouraging development around underutilized station areas. He explained that RTD had direction from its board to identify opportunities for station-area development, particularly on properties where it owned excess land or parking capacity. He characterized the city and RTD as aligned in their goals for this corridor.
- J. Rustad added that the city held quarterly meetings with RTD, during which the Colfax and 13th Avenue area had been discussed in detail. She noted that RTD had proposed using the site for a bus barn at one point, but through continued dialogue, the city had persuaded RTD that such a use was not the highest and best use for the location. She shared that staff would continue to work with RTD as planning advanced. She added that a joint presentation at an upcoming TAPS meeting would further outline RTD's progress toward improving transit service reliability.
- CM Jurinsky responded that she would appreciate being informed about RTD's role and commitment to the project.
- Chair Bergan acknowledged the discussion, thanked D. Krzyzanowski for his presentation, and moved the committee to the following agenda item.

Outcome:
Council Member Bergan and Council Member Jurinsky approved this item to move forward to City Council.

Follow-up Action:
Staff will add this item to the May 5, 2025, City Council meeting agenda.

3.d. Housing Analysis Small Lot Update

Summary of Issue and Discussion:
Jeannine Rustad, Director of Planning & Business Development and Steve Timms, Planning Supervisor

Jeannine Rustad introduced the update by announcing that the city had received three high-quality responses to its recent Request for Proposals (RFP) for a comprehensive analysis of small lot housing development within Aurora. She expressed satisfaction with the outcome and reported that one of the proposals had been selected. However, she refrained from disclosing the name of the chosen firm, noting that the contract had not yet been finalized. She added that staff anticipated completing the contracting process in the next few weeks.

The selected proposal outlined a robust schedule for the project, aiming to begin work in late April or early May and conclude with final adoption by January. She acknowledged that, while the timeline might appear lengthy, the city was committed to a process that emphasized continuous engagement with the development community, transparency, and outreach to the public. She noted that this initiative balanced Aurora's ongoing need for attainable housing with the community's desire to maintain a well-designed, livable city.

J. Rustad addressed Chair Bergan's earlier comments from Agenda Item 3.b, in which Chair Bergan had stressed the importance of controlling the city's built environment. She affirmed that those concerns were top of mind for staff and that maintaining Aurora's character was a core part of the project's scope. The consultant team, she explained, would be tasked with helping the city strike a careful balance between housing flexibility and aesthetic integrity.

She elaborated that the consultant would work closely with internal city departments and private development stakeholders to conduct a code audit. This audit would identify barriers and opportunities related to small lot housing development. The city also intended to pursue a robust community education effort, helping residents understand the implications of zoning changes through technical code updates, compelling visual materials, and design briefs.

J. Rustad referenced lessons learned from other jurisdictions, noting that Aurora staff had recently attended a session at the National Planning Conference in Denver, where small lot reform was a key topic. She cited the City of Englewood as a cautionary example, explaining that their process to reform small lot zoning had taken three years and faced intense public opposition. She described how four Englewood council members had faced recall attempts, though ultimately unsuccessful, and how a public referendum had been launched in response to the zoning changes. She emphasized that while Aurora's process would be completed in months, rather than years, the team was committed to engaging the public early and meaningfully to avoid similar backlash.

She noted that what impressed the selection committee most about the winning consultant was their awareness of how incremental code decisions could affect a city's long-term livability and economic diversity. The team demonstrated an understanding that small zoning changes could significantly impact affordability, neighborhood character, and community trust.

- Chair Bergan responded positively and asked when the project was expected to begin.
- J. Rustad replied that the team hoped to launch the project by the end of April or early May with a kickoff meeting. Initial steps would include refining the scope of work, conducting site tours to familiarize the consultant with Aurora's existing housing stock and development patterns, and diving into the technical code audit.
- Chair Bergan supported the approach, particularly the strong emphasis on community engagement. She stressed that if residents were not brought into the process early, they often felt blindsided by development decisions. She appreciated that the project avoided that dynamic by involving the public.
- CM Jurinsky also weighed in, affirming that resident outreach was essential. She shared that she had owned property in Englewood during their minor lot zoning controversy and witnessed firsthand how quickly public opinion had turned when residents felt excluded or uninformed. She explained that much of the opposition had stemmed from a lack of understanding and frustration

over rapid change. She commended the city's proactive strategy and reiterated the importance of transparency and education.

- J. Rustad assured the committee that staff would keep them updated throughout the process and immediately flag any challenges or resistance encountered.

Outcome:
Information only.

Follow-up Action:
None required.

3.e. Resolution for Amendments to Exhibit A and B of the Crestone Peak Resources Operator Agreement

Summary of Issue and Discussion:
Jeffrey S. Moore, Manager, Energy & Environment Division

Jeffrey Moore opened the presentation by greeting the committee and introducing himself as the Energy and Environment Division manager. He stated that the item's purpose was to review proposed revisions to Exhibits A and B of the Crestone Peak Resources Operator Agreement, and to request committee approval for the resolution to move forward to Study Session.

He explained that Exhibits A and B of the agreement outlined the list and location of well sites permitted under the city's agreement with Crestone Peak Resources. While the base contract remained unchanged, revisions to these exhibits were allowed, provided they were approved through a public hearing at the City Council. Previous amendments were made in January 2021 and again in January 2023.

J. Moore stated that Crestone was now requesting three changes: first, to cancel a previously approved well site near Jewell Avenue; second, to reduce the overall number of well sites and permitted wells in the city; and third, to increase the number of wells at the existing Reserve North site, located just north of I-70. He emphasized that these changes, if approved, would result in fewer total wells and fewer sites overall, while concentrating drilling operations in a more industrially appropriate area.

He outlined several key benefits to the city. Canceling the site near Jewell would eliminate a location less than 2,000 feet from two residential homes and located in an R-2 residential zone. By removing this site, the city would avoid future drilling activity near housing. In contrast, the proposed expansion at the Reserve North site would occur on land zoned for airport use and is adjacent to I-70, offering superior infrastructure access and minimal residential exposure. He added that by consolidating activity, the city could reduce long-term surface impacts, road wear from truck traffic, and potential public health concerns.

J. Moore noted that any new wells added at the Reserve North location would still need to go through the standard permitting process with the city and the Colorado Energy and Carbon Management Commission. He emphasized that this review process remained rigorous and would allow for continued oversight to protect public health, safety, and environmental resources.

He concluded his portion of the presentation by informing the committee that the city's Oil and Gas Advisory Committee had reviewed the proposal just the day before and issued a formal letter of support. Although the letter had not been included in the committee's packet due to time constraints, it would be added to the materials submitted for City Council review.

J. Moore then introduced D. Harrington, Asset Development Manager at Civitas Resources, to provide additional detail about the proposal from the operator's perspective.

D. Harrington began by thanking the committee for the opportunity to present and the city's ongoing collaboration. He stated that Civitas was proposing to amend Exhibits A and B of the Operator Agreement solely to adjust the number and location of well sites. He clarified that no changes to the core contract language were being proposed.

He directed the committee's attention to a series of slides showing the locations of the two affected sites. The Reserve North site—already active and containing nine wells—was located just north of I-70 along Hudson Road. The site Civitas proposed to remove, Cottonwood Creek North, was located significantly farther south along Jewell Avenue and had not yet been developed. D. Harrington noted that this southern site would have required new surface construction in an area closer to homes and would have significantly increased truck traffic on city roads.

Under the proposed changes, the Reserve North site would be expanded from nine wells to fifteen. The site layout currently includes a gap between existing well rows, providing space to add the new wells without materially enlarging the site footprint. He emphasized that this design efficiency would allow for the development of additional subsurface resources without increasing surface impact. He said the expansion would include a new phase three construction and drilling.

D. Harrington shared that the added wells would allow Civitas to access underground mineral rights east of the Reserve North site, which had been challenging to reach due to surface use conflicts, including residential development, floodplain areas, and nearby infrastructure. He explained that due to these constraints, there were no viable pad sites east of Reserve North, and that co-locating the additional wells at an already built, well-managed site was the most responsible and efficient alternative.

He then displayed a revised version of Exhibit A with the Cottonwood Creek North site removed and showed the revised Exhibit B with the six new well slots added to the Reserve North layout. He emphasized that the net impact of the proposed

revisions was one fewer well site and one fewer total well, even with the new additions.

D. Harrington concluded his presentation by reiterating that the changes aligned with the city's goals of reducing residential impacts and optimizing industrial zoning areas for energy development. He expressed Civitas's commitment to continuing its partnership with the city and stood ready to answer questions.

- Chair Bergan thanked both presenters and opened the floor for committee discussion.
- CM Jurinsky responded first, stating she had no questions and fully supported the proposal.
- Chair Bergan also expressed support, stating that removing the site near Jewell was a good decision, especially given its proximity to homes. She noted that expanding at Reserve North made sense, particularly since the additional wells could be placed between existing pads and would not dramatically increase the site's surface footprint. She commended the plan as an innovative and balanced approach and confirmed her support for moving it forward.
- J. Moore and D. Harrington thanked the committee for their time and feedback.

Outcome:
Council Member Bergan and Council Member Jurinsky approved this item to move forward to Study Session.

Follow-up Action:
Staff will add this item to the April 21, 2025, Study Session meeting agenda.

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4. MISCELLANEOUS MATTERS FOR CONSIDERATION

4. a. Aurora Economic Development Council
- Yuri Gorlov

NO REPORT

4.b. Havana Business Improvement District
- Chance Horiuchi

NO REPORT

4.c. Aurora Chamber of Commerce
- Naomi Colwell

NO REPORT

4.d. Planning Commission

- Becky Hogan

NO REPORT

4.e. Oil and Gas Committee

- Brad Pierce

4.f. Business Advisory Board

- Garrett Walls

NO REPORT

4.g. Retail

- Bob Oliva

NO REPORT

4.h. Small Business

- Ashvina Patel

NO REPORT

4.i. Visit Aurora

- Bruce Dalton

B. Dalton provided a brief report, highlighting the ongoing Cheers Aurora beer program (running through June 15) and announcing the 2025 Aurora Borealis Festival, scheduled for October 10–11 at High Prairie Park in Painted Prairie.

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5. CONFIRM NEXT MEETING DATE

Scheduled for May 14, 2025, at 8:30 AM MT.

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6. ADJOURNMENT

APPROVED: 

Francoise Bergan, Committee Chair

City of Aurora
Planning Commission Case Report

Project Title: Unified Development Amendment Text Change for Accessory Dwelling Units
Date: May 14, 2025
Development Application Number: DA-2163-23
Case Number: 2018-1006-23
Case Manager: Jeremiah Fettig
Applicant: City of Aurora
General Location: Within the Boundaries of the City
Wards: All

Project Summary:

In 2024, the Colorado General Assembly passed a number of bills related to land use and housing for local governments. These bills attempt to improve new housing development by encouraging more attainable housing, allowing more flexibility, and reducing roadblocks to new development. One of the bills, House Bill 24-1152 (HB24-1152, ADU Bill or Bill) will allow accessory dwelling units (ADUs) on all lots of defined Subject Jurisdictions, including the City of Aurora where single-family detached dwelling units are permitted. The Planning and Business Development Department recommends amending the Unified Development Ordinance (UDO) to comply with the ADU Bill, relating to accessory dwelling units. Text changes are proposed to Sections 146-3.2, -3.3, -5.4, and -6.2 of the UDO.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), Historic Preservation Commission (HPC) and Planning and Economic Development Committee (PED). Detailed proposed text amendments were brought to Planning Commission during a Study Session on April 23, 2025. A project webpage was published on Engage Aurora, which is the City's webpage used to provide the public with information for on-going City-initiated projects and gather input and feedback. Information included an overview of HB24-1152, the UDO amendment process, frequently asked questions and project next steps. Additionally, the project webpage provided a question and comment tool. This tool allows the public to provide written questions and comments to staff.

The proposal is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

Request:

Recommendation of Approval to City Council for the Text Change to the Unified Development Ordinance

Background

House Bill 24-1152 requires the expansion of permitted ADUs to include three defined ADU types: internal units within the primary dwelling, units attached to the primary dwelling, and units detached from the primary dwelling. In addition to allowing more ADU types, the Bill also identifies where ADUs are allowed, which will include all zone districts and lots that permit single-family detached dwelling units. The legislation goes on to define an ADU as a dwelling unit that provides complete independent living facilities for one or more individuals, is located on the same lot as a proposed or existing primary residence and includes facilities for living, sleeping, eating, cooking, and sanitation.

The ADU Bill cites that allowing for the construction of smaller and relatively affordable units in areas where utilities and infrastructure are already available can promote and increase housing options for smaller households, lower income households, and the elderly wishing to age in their neighborhoods.

In addition, the proposed UDO text amendment furthers the vision and goals of the *Aurora Places Comprehensive Plan*. One of the seven principles from the Comprehensive Plan is Housing for All. This principle aims to promote high-quality housing options across all socioeconomic levels, cultural identities and stages of life. Strategies from the Housing for All Principle that relate to ADUs include;

- Integrating housing of varying types and prices into placetypes throughout the city to create lively and diverse neighborhoods.
- Allowing accessory dwellings to accommodate extended family arrangements or generate income to accommodate rising housing prices.
- Encouraging the construction or rehabilitation of homes for downsizing households.
- Promoting resource-efficient development.

The city amended the UDO in 2018 to permit detached ADUs in the OA-R1 Original Aurora Low Density Residential District (OA-R1) and Original Aurora Medium Density Residential District (OA-R2) through a conditional use permit process, requiring a public hearing before the Planning and Zoning Commission. Since 2018, ten applications have been made, with eight approved and two withdrawn. Currently, four ADUs have been constructed. Additionally, in 2023, the Painted Prairie Master Plan was amended to permit ADUs, in conjunction with new construction only, within the development on lots with single-family detached dwellings. At this time, no ADUs have been permitted or constructed within Painted Prairie.

What can and cannot be regulated in relation to ADUs is well-defined in House Bill 24-1152. Below are design elements that can be regulated by local jurisdictions and elements that cannot be regulated by local jurisdictions.

What the City of Aurora can regulate includes:

- Allowing for the construction of more than one ADU per lot where a single-family detached dwelling is allowed. *UDO proposal limits to one ADU per lot;*
- Regulating the short-term rental of ADUs. *Existing UDO permits the use of the ADU or primary dwelling for short-term rental;* Allowing ADUs smaller than 500 square feet, or larger than 750 square feet; *UDO proposal permits floor area of main floor internal, attached and detached ADUs may be no greater than 750 square feet;*
- Limiting the maximum size of an ADU to be no larger than the size of the single-family detached dwelling on the lot. *UDO proposal permits the floor area of a basement or upper story internal ADU may be no greater than the floor area of the principal dwelling;*
- Requiring compliance with design and dimensional standards not included in the definition of a Restrictive Design or Dimension Standard. *UDO proposal provides objective architectural design and dimensional standards;*
- Defining ADUs to include or exclude specific types of housing, such as motor homes, recreational vehicles, or multi-purpose trailers. *UDO proposal prohibits the use of recreational vehicles, trailers and wheeled vehicles for the use of ADUs;*
- Requiring the designation of an existing parking space on the lot for the use of the ADU. *UDO proposal does not require an existing space on the lot to be designated for the use of the ADU;* and
- Requiring compliance with adopted fire, building, utility, or stormwater codes. *ADUs will be reviewed through an administrative building permit process for compliance with adopted codes and regulation.*

What the City of Aurora cannot regulate includes:

- Requiring owner-occupancy of the primary dwelling or ADU.
- Requiring additional parking for the ADU.

- Applying more restrictive architectural style, building material, or landscaping standards than those that apply to the single-family dwelling unit on the lot.
- Requiring larger side setbacks for the ADU than the primary dwelling or rear setbacks greater than 5 feet.
- Requiring a larger lot for the ADU than would otherwise apply for a Single-Unit Detached Dwelling on the lot.
- Applying more restrictive design or dimensional standards to modular ADUs than stick-built ADUs*;* and
- Defining ADUs in such a way that excludes a type of ADU in the law's definition, such as internal or detached ADUs.

The draft redlined ordinance is meant to be all encompassing, while remaining legislatively compliant with the ADU Bill. Staff has met with and presented the draft ordinance to the Colorado Department of Local Affairs (DOLA) to ensure the legislation was interpreted correctly and the draft ordinance was not in conflict. DOLA serves as the primary interface between the State and local communities, Additionally, they provide professional and technical services in the areas of governance and housing. The draft ordinance provided with this report has been determined to be legislatively compliant by DOLA. The ADU Bill includes a mandatory reporting component. Every subject jurisdiction must file a report with DOLA demonstrating that the community has complied with the requirements of the law. This report must be submitted no later than June 30, 2025.

On April 23, 2025, staff held a study session with the Planning Commission. The Planning Commission asked specific questions on the height maximums for detached ADUs and appeals to denials of ADUs. Based on feedback heard at the study session, staff updated the proposed text amendment draft relating to detached ADU height maximums to 24 feet. In the previously presented draft text amendments, the height of detached ADUs was limited to 20 feet or the height of the primary dwelling, whichever was less. This is consistent with existing UDO height maximums for detached ADUs. A 24-foot height maximum for detached ADUs would allow for an ADU above a garage, or a two-story ADU. The building permit process will include a referral to Planning for review of the ADU permit for compliance based solely on the objective standards included in the UDO. The ADU Bill does not permit applications for ADUs to be elevated to a public hearing, recommendation, or a decision by an elected or appointed official.

Summary of Staff Recommendation:

Recommend approval to the City Council. (See the last page of the report for the vote.)

Detailed Case Analysis

Public Notification:

Legal notice appeared in the Aurora Sentinel on May 1, 2025.

Community Input:

In coordination with development community partners and policymakers, staff has presented and formulated the proposed changes to several board/policy groups. Input and feedback provided by the various groups helped to develop and draft the proposed changes within the amendment.

Development Community Partners:
Stakeholder groups with representatives from the developer and builder community, including the Development Review Advisory Board (DRAB) and Development Community Joint Task Force (JTF)

Elected/Appointed Leaders:
Historic Preservation Commission (HPC) – April 8th
Planning and Economic Development Committee (PED) – April 9th
Planning and Zoning Commission Study Session – April 23rd
City Council Study Session – scheduled for May 19th

Development Review City Staff Coordination:
Technical Advisory Committee (TAC) with representatives from City departments
All Staff Development Review Meetings

General Public:
Comments can be provided using the Engage Aurora project webpage, along with sending the project manager an email or commenting using the Development Review Portal comment feature for the application. Notice was provided on the city website, published in the newspaper and through public meetings as listed above. Public comments and questions are attached as Exbibit B to this report.

Questions and comments relating to the UDO amendment for ADUs project included the request to provide materials in Spanish and information on Homeowners' Associations (HOAs). A translation feature was added to Engage Aurora webpage, and staff will continue to have documents posted translated to Spanish. The responses to the HOA questions included citing information and guidance posted by DOLA, with links to that information and stating that the City is not involved with private HOAs.

Summary of Changes: (Please see the attached draft Ordinance, Exhibit A)

The proposed changes are within Code Sections 146-3.2, -3.3,-5.4, and 6.2 of the UDO. Additional changes may be made throughout the code to update application names and numbering for consistency with the text changes proposed in Chapter 5 and outlined below.

Section 3.2. Permitted Use Table

- Revise zone districts that permit ADUs to all that allow for single-family detached dwellings (R-R, R-1, R-2, R-3, R-4, OA-R1, OA-R2, MU-A and APZ).

Section 3.3. Use Specific Standards

- Removal of restrictive dimensional and design requirements.
- Incorporating specific standards by ADU type; internal, attached and detached.
- Clarifying that no more than one ADU may be located on any lot.

- Updates to dimensional standards that reflect the legislative requirement that city code cannot impose more restrictive requirements for ADUs than for single-family or other accessory structures.
- The floor area of basement or upper story internal ADUs may be no greater than the floor area of the principal dwelling.
- The floor area of main floor internal ADUs may be no greater than 750 square feet.
- The floor area of attached and detached ADUs may be no greater than 750 square feet.
- The maximum height for detached ADUs is 24 feet.
- Prohibiting the use of recreational vehicles, trailers and wheeled vehicles for the use of ADUs.
- Removing the requirement of additional off-street parking for an ADU.
- Requiring objective architectural and design standards that are contextually appropriate for the surrounding residential environment.
- Removal of owner occupancy requirement.

Section 5.4.4 Specific Procedures

- Provide size, height and setback allowances for the conversion of previously constructed garages or accessory structures to detached accessory dwelling units.

Section 6.2. Definitions

- Update existing definition to include the three permitted ADU types defined in the legislation; internal, attached and detached.

Conformance with Code Criteria:

1. **Ordinance Text Amendment Approval Criteria -** Ordinance Text Amendment approval criteria are found in Section 146-5.4.1.C.3.b of the UDO as follows:
   1. The proposed Ordinance amendment is consistent with the spirit and intent of the Comprehensive Plan and with other policies and plans adopted by the City Council; and
   (a) The change to the Ordinance text is required because of changed conditions or circumstances in all or a portion of the City; or
   (b) The change to the Ordinance text is required to address a new or unforeseen threat to the public health, safety, and welfare; or
   (c) The change to the Ordinance text is required to promote economic growth and investment that will not create material risks to the public health, safety, and welfare.

The proposed Ordinance Text Amendment complies with the approval criteria for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the City Council; and
- It is required because of changed conditions or circumstances in all or a portion of the City.

Compliance with Comprehensive Plan:

The proposed UDO amendment is in compliance with the following principles and goals of the comprehensive plan;

- Housing For All Principle, Goal 1: Increase high-quality housing options of all types and at all price levels throughout the city through ongoing collaboration with the development community.
- Housing for All Principle, Goal 3: Locate affordable and senior housing throughout the City and at locations with a variety of transportation options.
- Housing for All Principle, Goal 4: Address barriers to the development of diverse housing variety and neighborhood choices across the City.
- Housing for All Principle, Goal 5: Decrease barriers to homeownership.
- A Thriving Environment Principle, Goal 2: Conserve and efficiently use energy resources.

Exhibits:

Exhibit A	Draft City Council Ordinance (UDO Text Amendment)
Exhibit B	Written Public Comments and Questions

Staff Recommendation:

Agenda Item 8c: Ordinance Text Amendment

Recommend approval to the Aurora City Council of the Ordinance Text Amendment to the Unified Development Ordinance to allow for process improvement changes to development application procedures for accessory dwelling units because the proposal complies with the requirements of Code Section 146-5.4.1.C.3.b of the Unified Development Ordinance for the following reasons:

- It is consistent with the spirit and intent of the Comprehensive Plan and policies adopted by the city council; and
- It is required because of changed conditions or circumstances in all or a portion of the City.

8c. UNIFIED DEVELOPMENT ORDINANCE AMENDMENT – TEXT AMENDMENT FOR ACCESSORY DWELLING UNITS

In 2024, the Colorado General Assembly passed a number of bills related to land use and housing for local governments. These bills attempt to improve new housing development by encouraging more attainable housing, allowing more flexibility, and reducing roadblocks to new development. One of the bills, House Bill 24-1152 (HB24-1152, ADU Bill or Bill) will allow accessory dwelling units (ADUs) on all lots of defined Subject Jurisdictions, including the City of Aurora where single-family detached dwelling units are permitted. The Planning and Business Development Department recommends amending the Unified Development Ordinance (UDO) to comply with the ADU Bill, relating to accessory dwelling units. Text changes are proposed to Sections 146-3.2, -3.3, -5.4, and -6.2 of the UDO.

This proposal has been discussed and presented with the Development Review Advisory Board (DRAB), Joint Task Force (JTF), Historic Preservation Commission (HPC) and Planning and Economic Development Committee (PED). Detailed proposed text amendments were brought to Planning Commission during a Study Session on April 23, 2025. A project webpage was published on Engage Aurora, which is the City's webpage used to provide the public with information for on-going City-initiated projects and gather input and feedback. Information included an overview of HB24-1152, the UDO amendment process, frequently asked questions and project next steps. Additionally, the project webpage provided a question and comment tool. This tool allows the public to provide written questions and comments to staff.

The proposal is supported by several policies and goals of the Aurora Places Comprehensive Plan and meets the approval criteria for UDO text amendments in Code Section 146-5.4.1.C.3.

In coordination with development community partners and policymakers, staff has presented and formulated the proposed changes to several board/policy groups. Input and feedback provided by the various groups helped to develop and draft the proposed changes within the amendment.

Development Community Partners:
Stakeholder groups with representatives from the developer and builder community, including the Development Review Advisory Board (DRAB) and Development Community Joint Task Force (JTF)

Elected/Appointed Leaders:
Historic Preservation Commission (HPC) – April 8th
Planning and Economic Development Committee (PED) – April 9th
Planning and Zoning Commission Study Session – April 23rd
City Council Study Session – scheduled for May 19th

Development Review City Staff Coordination:
Technical Advisory Committee (TAC) with representatives from City departments
All Staff Development Review Meetings

General Public:
Comments can be provided using the Engage Aurora project webpage, along with sending the project manager an email or commenting using the Development Review Portal comment feature for the application. Notice was provided on the city website, published in the newspaper and through public meetings as listed above.

Testimony Given at the Hearing:
Jeremiah Fettig, Case Manager, gave a presentation of the item, including the staff recommendation.

Commissioner Banka asked for information on how addresses are assigned to accessory dwelling units (ADUs). J. Fettig replied that an ADU would take on the primary dwelling unit address but be assigned a unit-specific designation, such as Unit 1. J. Fettig noted that this determination was made by the City of Aurora's Addressing and Fire, Life Safety Divisions.

Commissioner Banka asked if a tax deduction would be allowable for a person living in an ADU in access of ten years.

Chair Walls commented that the commissioner's question was not germane to the decision before the Planning and Zoning Commission.

Jeannine Rustad, Planning Division Director, concurred with Chair Walls.

Commissioner Banka withdrew her question.

Commissioner Hogan asked if homeowners associations will be subject to the allowance of ADUs, despite any covenants against them, due to the adoption of the bill by the State of Colorado allowing ADUs.

Lena McClelland, Assistant City Attorney, responded to the commissioner's question, stating that the bill discussed by the commissioner includes language that indicates any covenants or regulations that such organizations have against ADUs can no longer be enforced.

Chair Walls asked for clarification that the amendment before the commission does not include language of this type because the city does not enforce private agreements. J. Fettig and L. McClelland confirmed that this was correct.

There was no public comment.

Planning Commission Results

AGENDA ITEM 8c – UNIFIED DEVELOPMENT ORDINANCE TEXT AMENDMENT FOR ACCESSORY DWELLING UNITS

A MOTION WAS MADE BY COMMISSIONER BANKA AND SECONDED BY COMMISSIONER HOGAN.

MOVE TO RECOMMEND APPROVAL TO THE AURORA CITY COUNCIL OF THE ORDINANCE TEXT AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE TO ALLOW FOR PROCESS IMPROVEMENT CHANGES TO DEVELOPMENT APPLICATION PROCEDURES FOR ACCESSORY DWELLING UNITS BECAUSE THE PROPOSAL COMPLIES WITH THE REQUIREMENTS OF CODE SECTION 146-5.4.1.C.3.B OF THE UNIFIED DEVELOPMENT ORDINANCE FOR THE FOLLOWING REASONS:

1. IT IS CONSISTENT WITH THE SPIRIT AND INTENT OF THE COMPREHENSIVE PLAN AND POLICIES ADOPTED BY THE CITY COUNCIL; AND
2. IT IS REQUIRED BECAUSE OF CHANGED CONDITIONS OR CIRCUMSTANCES IN ALL OR A PORTION OF THE CITY.

Further Discussion:
Chair Walls commended staff for addressing the commission's concerns regarding this item during the study session. Chair Walls voiced support for the amendment.

Commissioner Gaiser also stated being in support of the amendment commenting that it would be a great way to provide more affordable housing to citizens in Aurora.

MOTION PASSED UNANIMOUSLY

Exhibit D: Written Public Comments and Questions

1. **Public Question:** Why isn't this critical information in Spanish? Spanish materials and/or additional language access notes should be prepared in advance of all marketing / publication dates for all community planning and engagement activities. At minimum, there needs to be text indicating that a Spanish speaker is available for questions/discussion. If that's not true, there's a problem. Alternately, there should be a button to request Spanish or other language access materials to document the (known) need for inclusivity in future initiatives. The lack of Spanish materials online leads me to believe there is no Spanish engagement for in-person events. It's irresponsible governance in 2025.

   City Response: Thank you for reaching out. This platform is equipped with Google Translate to facilitate translation of content in multiple languages, including Spanish. In response to your inquiry and to better direct attention to this tool, I have added some language at the top of the page. Our primary in-person outreach activity for these changes to the zoning code occurred this past weekend at our Engage Aurora Live! event at the Aurora Municipal Center, where Spanish interpretation was available and advertised. Residents, including Spanish-speaking residents, may comment on these proposed zoning code updates via this platform and at the scheduled public hearings as listed in the Key Dates section.

2. **Public Question:** How did the new regulations enforce more stringent setbacks as set forth in HOA covenant. Are the more stringent HOA requirements preempted by the municipal changes?

   City Response: Thank you for your question. The city of Aurora is working to update the Unified Development Ordinance (UDO) to meet the requirements of House Bill 24-1152 (ADU Bill) for Accessory Dwelling Units (ADUs). The city's current code standards for ADUs are not in compliance with the ADU Bill. The proposed UDO update only involves the city, not Homeowners' Associations (HOAs).
   The city does not enforce deed restrictions or covenants and can offer no guidance on HOA requirements. For additional information, please reach out to your HOA.

3. **Public Question:** So, does this potential Zoning change UDO allow HOA or Metro Districts within the city to still have a say with ADUs or the state law really overrules all of our local governance now?

   City Response: The State of Colorado Department of Local Affairs (DOLA) has published the following information on HB24-1152 and HOAs: Although each association may impose Reasonable Restrictions, the law is written in a manner to allow the installation of ADUs in single-unit detached dwelling situations. It defines Reasonable Restrictions as a "substantive condition or requirement that does not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct an Accessory Dwelling Unit."

   Please use the following link for additional information on the HB24-1152 from DOLA: Accessory Dwelling Units | Department of Local Government(External link).

4. **Public Question:** Is the current plan for the city building department to take over permitting and inspections of ADUS like they do for current residential remodel projects? And if so Can a "Homeowners Permit" be issued for and ADU? How detailed do plans need to be for issuance of a building permit?

   City Response: Thank you for your question! The change to the process proposed in the zoning code update is the removal of the conditional use permit and public hearing. The Building Division will continue to oversee building permit plan review, and inspections of ADUs.
   For specific permit submittal requirements, please contact the Building Division at 303.739.7420 or permitcounter@auroragov.org.

5. **Public Question:** What will the updated allowed maximum size for allowed detatched ADUs be, and if that adu has a garage attached to it does that count for overall square footage

   City Response: Thank you for your question! The proposed maximum permitted size for a detached ADU is 750 square feet. If a detached ADU is attached to garage, the garage square footage does not count towards the floor area of the ADU.

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, AMENDING SECTIONS 146-3.2, 146-3.3.6.G, 146-5.4.4, AND 146-6.2 OF THE UNIFIED DEVELOPMENT ORDINANCE PERTAINING TO ACCESSORY DWELLING UNITS

WHEREAS, Section 146-5.4.1.C.3 of the Uniform Development Ordinance provides that all applications for ordinance text amendments shall be presented for a public hearing, both to the Planning and Zoning Commission, who shall render a recommendation to City Council, and to the City Council for final decision; and

WHEREAS, on _____, following a public hearing, the Planning and Zoning Commission voted to recommend the ordinance text amendment to City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. Section 146-3.2 Table 3.2-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 3.2-1 Permitted Use Table	P = Permitted C = Conditional use			A = Accessory to primary use T = Temporary use				V = Permitted if structure vacant for 5 years or more																			
	RESIDENTIAL								MIXED-USE													SPECIAL PURPOSE					OVERLAY DISTRICTS
ZONE DISTRICT & Subarea or Subdistrict		R-1		R-2					MU-N				MU-OA						MU-TOD								
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
RESIDENTIAL USES																												3.3.2.A
Household Living																												

Dwelling, Multifamily			P	P	P	P	P				P	P			P	P	P	P	P	P	P	P					3.3.2.H
Dwelling, Single-Family Attached (Townhouse)			P	P	P	P	P		P			P		P	P	P	P		P	P	P	P					3.3.2.I
Dwelling, Single-Family Detached	P	P	P	P	P	P	P						P	P								P		P			3.3.2.J
Dwelling Unit, Accessory	**A**	**A**	**A**	**A**	**A**	**A**	**A**						**A**	**A**								**A**		**A**			**3.3.6.G**

Table 3.2-1 Permitted Use Table	P = Permitted C = Conditional use	A = Accessory to primary use T = Temporary use	V = Permitted if structure vacant for 5 years or more

	RESIDENTIAL								MIXED-USE													SPECIAL PURPOSE					OVERLAY DISTRICTS
ZONE DISTRICT & Subarea or Subdistrict		R-1		R-2					MU-N				MU-OA						MU-TOD								
Land Use	R-R	A&B	C	A&B	C	R-3	R-4	R-MH	A&B	C	MU-OI	MU-C	OA-R1	OA-R2	OA-RMU	OA-MS	OA-G	MU-FB	Core	Edge	MU-R	MU-A	AD	APZ	I-1	I-2	POS	USE SPECIFIC STANDARD
ACCESSORY AND TEMPORARY USES																												
Drive-Up or Drive-Through Facility									CA	CA	CA	CA					CA			CA	CA	CA	A		A	A		3.3.6.E
Dwelling, Short-Term Rental	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A						3.3.6.F
~~Dwelling Unit, Detached Accessory~~													~~CA~~	~~CA~~	~~C~~													~~3.3.6.G~~

Electric Vehicle Charging Facility							A	A	A	A	A	A					A	A	A	A	A	A	A	A	A	A	
Ground Floor Commercial Use							A		A	A					A							A	A				3.3.6.H
Home Adult or Child Day Care	A	A	A	A	A	A	A						A	A													3.3.6.I
Home Occupation	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A					3.3.6.J

Section 2. Section 146-3.3.6.G of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby repealed and replaced as follows:

G. *Dwelling Unit, Accessory.*

1. *Eligible Zone Districts.*

a. An accessory dwelling unit (ADU) shall be permitted as an accessory use in all zones listed in Table 3.2-1 (Permitted Use Table) that permit single-family detached dwellings.

b. Accessory dwelling units shall also be permitted in any Planned Developments (PDs) on lots that allow single-family detached dwellings.

2. *Generally.*

a. ADUs shall not be permitted on lots with single-family dwellings if any of the following criteria is applicable:

i. The lot is not served by domestic water and sewer service or is served by a well that cannot supply an additional dwelling unit;

ii. The property is listed on the local historical register but not within a historic district, except that a property qualifying for exemption through historical status as outlined above may apply for an ADU provided they present their plan and design to the Historic Preservation Commission and the Commission finds the ADU satisfies all relevant criteria and does not detract from the historic status of the property; or

iii. The lot is in a floodway or one-hundred-year floodplain, as identified by the Federal Emergency Management Agency.

b. Accessory dwelling units are permitted only on lots containing, and must be accessory to, one single-family detached dwelling.

c. Only one ADU is permitted per lot with one single-family detached dwelling.

d. ADUs shall meet the following architectural and design standards in order to create ADUs that are contextually appropriate for the surrounding residential environment:

i. ADUs shall be constructed of durable materials permitted for single-family detached dwellings, per Section 146-4.8.3.C (Design Standards for Single-Family Detached and Two-Family Dwellings).

ii. An ADU shall be designed in a manner that is objectively consistent with the primary dwelling by incorporating at least four (4) of the following elements in the design:

(a) Roof pitch and form;
(b) Soffit and fascia style;
(c) Exterior wall cladding style or material;
(d) Window style, trim, and orientation;
(e) Exterior door style;
(f) Architectural features such as, but not limited to, building recessions or projections, dormers, balconies, porches, columns, and prominent entry features; or
(g) Color palette.

3. *Parking.* New off-street parking shall not be required with the construction of an ADU unless the following circumstances exist, in which case one off-street parking space shall be constructed:

a. The ADU is in a zone district that, as of January 1, 2024, requires one or more off-street parking spaces for a single-family detached dwelling;
b. There is no existing parking space on the lot (including a driveway, garage, or tandem parking space) that could be designated for the ADU; and
c. The ADU is located on a street where on-street parking is prohibited.

4. *Lot Subdivision*. No lot containing both a primary dwelling and an ADU may be subdivided so that the ADU occupies a different platted lot than the primary dwelling unit.

5. *Internal Accessory Dwelling Units.*

a. Internal ADUs are intended to be internally located within the primary dwelling unit to the maximum extent practicable. Internal ADUs shall not include extensions or expansions that result in an additional gross floor area greater than one hundred (100) square-feet. Modifications resulting in additional gross floor area greater than one hundred (100) square-feet shall cause the ADU to be classified as an Attached Accessory Dwelling Unit, Section 146-3.3.6.G.7 (Attached Accessory Dwelling Units).
b. Internal ADUs shall have a maximum gross floor area of 750 square-feet or fifty (50) percent of the existing primary dwelling unit, whichever is greater.
i. Basement or Upper Story Conversion Exception. If a proposed internal ADU will convert the entirety or a portion of a basement or upper story within an existing primary dwelling unit, the proposed internal ADU shall be exempt from the maximum floor area requirements of this subsection.

6. *Attached Accessory Dwelling Units.*

a. Attached ADUs shall have a gross floor area of at least two hundred and fifty (250) square-feet and a maximum gross floor area of seven hundred

and fifty (750) square-feet or fifty (50) percent of the existing primary dwelling unit, whichever is greater.

b. Attached ADUs shall adhere to the following setback requirements, whichever is least restrictive, where applicable:

i. Attached ADUs shall adhere to the same side setback standards as the primary dwelling unit.

ii. Attached ADUs shall be set back from each rear property line by a minimum of five (5) feet.

iii. Attached ADUs shall be set back from each abutting rear alley by a minimum of three (3) feet.

iv. Attached ADUs shall adhere to the same front setback standards as the primary dwelling unit.

c. Entrances meant to support an attached ADU shall be placed on the side or rear of the of the primary dwelling.

7. *Detached Accessory Dwelling Units.*

a. A mobile home or vehicle may not be used as a detached ADU. This restriction applies whether or not the mobile home or vehicle has been altered through the removal of wheels or other components so that it is in a fixed location and semi-permanent.

b. ADUs shall have a gross floor area of at least two hundred and fifty (250) square-feet and a maximum gross floor area of seven hundred and fifty (750) square-feet.

c. The maximum height of a detached ADU shall not exceed twenty-four (24) feet.

d. Detached ADUs shall only be sited within the side or rear yard, provided they adhere to all applicable setback requirements, as outlined below.

e. Detached ADUs shall adhere to the following setback requirements, whichever is least restrictive, where applicable:

i. Detached ADUs shall adhere to the same side setback standards as the primary dwelling unit.

ii. Detached ADUs shall be set back from each rear property line by a minimum of five (5) feet.

iii. Detached ADUs shall be set back from each abutting rear alley by a minimum of three (3) feet.

f. Where possible detached ADUs shall have a thirty-six (36) inch wide clear access path from the front property line or from the property line where the ADU is accessed from. The clear access path may be gated and shared with the primary dwelling unit.

g. Prefabricated homes, such as manufactured homes or tiny homes, are permitted for use as a detached ADU provided they are constructed from permitted durable materials as provided in Section 146-4.8.3.C (Design Standards for Single-Family Detached and Two-Family Dwellings) and are located on a permanent foundation and connected to utility services.

h. Conversion of any space within a detached garage as an ADU will be classified as a detached ADU. Second story garage conversions will be

exempt from the maximum floor area requirements of this subsection provided that the ADU is no larger than the footprint of the detached garage and the garage meets the accessory structure area requirements of Section 146-4.2.3.F.1.b (Accessory Structures for Residential Uses).

8. *Prior Accessory Dwelling Units.*

a. Any accessory dwelling unit legally created before June 30, 2025, shall be deemed to be a permitted use.

b. Any accessory dwelling unit that was not legally created, but that existed on the Effective Date, shall be deemed to be an illegal use, but may be approved for continued occupancy through the administrative approval process, provided that the unit be brought into compliance with the standards in this Section 146-3.3.6.G to the maximum extent practicable.

9. *Flexibility and Relief Procedures for Accessory Dwelling Units.*

a. Administrative relief, not to exceed the standards defined in Section 146-5.4.4, Table 5.4-1 (Administrative Adjustments) may be granted for setbacks, size and height for previously constructed accessory structures converting into an ADU.

b. To allow for previously constructed ADUs, accessory structures, or building conversions to be contextually compatible with the existing primary dwelling unit, an applicant may apply for an administrative architectural adjustment granting relief from the requirements of subsection 2.g of this section. The request shall demonstrate how strict adherence to the requirements of subsection 2.g above is not feasible or would detract from the architectural cohesiveness between the ADU and the primary dwelling unit.

Section 3. Section 146-5.4.4 Table 5.4-1 of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Table 5.4-1 Administrative Adjustments	
Ordinance Standard	Amount of Variation Permitted from Ordinance Standard
All Permits and Approvals	
Maximum or minimum building setbacks	10%
Maximum building height	5% in Residential districts; 10% in other districts
Maximum height of fence or wall	10%

Minimum off-street parking required or maximum off-street parking permitted	5% in Residential districts; 10% in other districts
Additional for Redevelopment Plans	
Any development standard in Article 146-5	The minimum amount needed to allow redevelopment of the property given the location of lawfully existing buildings and structures that will remain after redevelopment.
Additional for Signs	
Maximum total sign area	10%
Maximum number of signs	2 additional for large scale retail single-tenant use (over 50,000 sq. ft. 1 additional sign for all other uses
Additional for Fences	
Location, setback, or height of fences constructed under the Neighborhood Fence Replacement Program	As necessary to allow the replacement fence to comply with requirements of the Neighborhood Fence Replacement Program
Additional for Existing Single-Family Property	
Setbacks	10%
Fences	10%
Other property issues identified in Chapter 106 Article III	10%
Additional for Conversions of Previously Constructed Accessory Structures or Existing Garages to Detached Accessory Dwelling Units Exceeding Dimensional Standards Identified in Section 3.3.G	
Size	**10%**
Height	**20%**
Setbacks	**20%**

Section 4. Section 146-6.2.D of the Unified Development Ordinance of the City of Aurora, Colorado, is hereby amended as follows:

Dwelling Unit, Accessory.
Also referred to as an ADU. A **dwelling unit that is** secondary and subordinate **to the primary** dwelling unit ~~created within or detached from a single-family residence, but~~ located on the same lot or parcel as the primary **dwelling unit, and remains under the same ownership as the primary dwelling unit.** ~~residential structure, that provides basic requirements for living, sleeping, cooking, and sanitation.~~ **Accessory dwelling units can be classified as internal, attached, or detached dwelling units and must provide complete independent living, sleeping, cooking, and sanitation facilities for one (1) or more individuals. There are three (3) types of accessory dwelling units:**

INTERNAL: An accessory dwelling unit that is located inside of the primary dwelling unit on the lot.

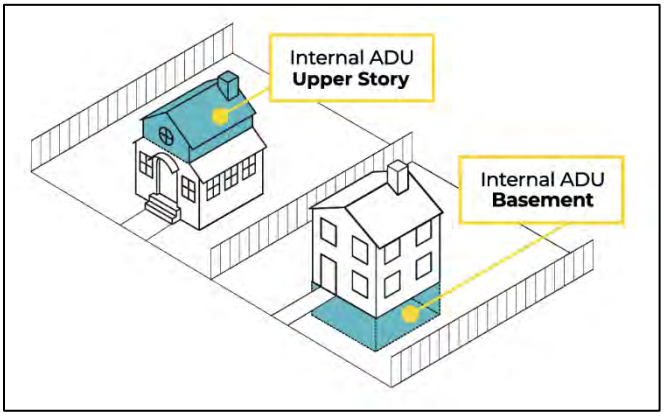


Figure 6.2-5: Internal ADU

ATTACHED: An accessory dwelling unit physically connected to the primary dwelling unit by a wall or other permanent connection.

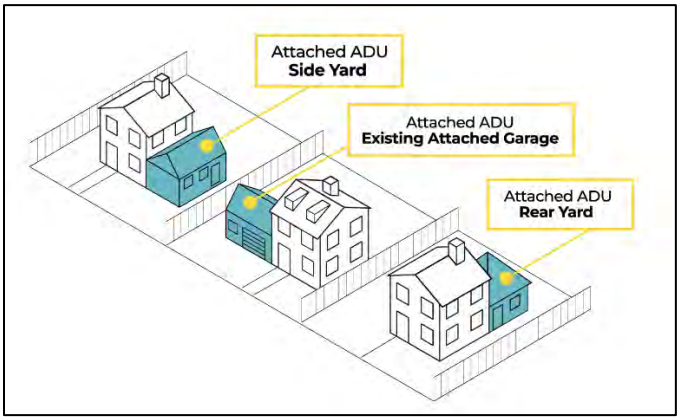


Figure 6.2-6: Attached ADU

DETACHED: An accessory dwelling unit that is located within a separate building or structure from the primary dwelling unit but on the same lot or parcel.

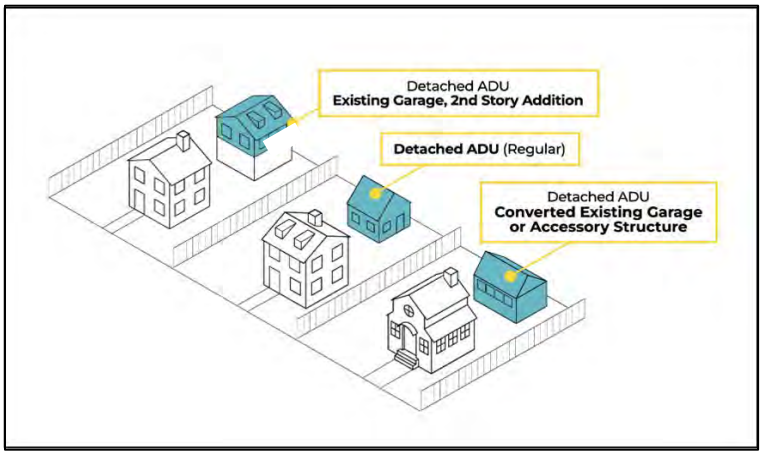


Figure 6.2-7: Detached ADU

~~***Dwelling Unit, Detached Accessory.***~~
~~A single, subordinate dwelling unit detached from a primary dwelling structure that is secondary to the primary dwelling and provides basic requirements for independent living, sleeping, eating, cooking, and sanitation. A "detached accessory dwelling unit" is an accessory dwelling unit that does not share any walls with the primary dwelling unit.~~

Section 5. Severability. The provisions of this Ordinance are hereby declared to be severable. If any section, paragraph, clause, or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 7. Repealer. All orders, resolutions, or ordinances in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2025.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM BY CITY ATTORNEY PETE SCHULTE:

BY: Lena McClelland MK
(LENA MCCLELLAND, Assistant City Attorney)

CITY OF AURORA
Council Agenda Commentary

Item Title: First Creek Pond Annexation
Item Initiator: Cesarina Dancy, Manager of Development Assistance, Development Services
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 5.0--Be a great place to locate, expand and operate a business and provide for well-planned growth and development

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 5/19/2025

2nd Regular Meeting (if applicable): 6/9/2025

Item requires a Public Hearing: ☒ Yes ☐ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

2025-48 A PUBLIC HEARING AND CONSIDERATION OF AN ORDINANCE ANNEXING A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO. 56.508 ACRES
Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

☐ Approve Item as Proposed at Policy Committee

☐ Approve Item as Proposed at Study Session

☒ Approve Item as Proposed at Regular Meeting

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

A petition for annexation was filed with the City Clerk for annexation of a 56.508-acre parcel owned by the City of Aurora. This parcel is located at the southeast corner of East Colfax Avenue and Gun Club Road (see attached vicinity map).

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A petition for annexation was filed with the City Clerk for annexation of a 56.508-acre parcel owned by the City of Aurora. This parcel is located at the southeast corner of East Colfax Avenue and Gun Club Road (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. Aurora Water intends to use this land as a regional stormwater detention facility.

The annexation process follows state law, and this annexation will be considered over two City Council meetings. Consideration of this resolution is item #1 listed below:

1) City Council considers Introduction of the Annexation Ordinance.
2) City Council considers the Annexation Ordinance on final.
3) Initial Zoning of the property will be presented to council at a later date.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☒ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various fees and taxes.

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve this Ordinance?

LEGAL COMMENTS

When the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and sections 31-12-104(1)(a) and 31-12- 105 , the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in sections 31-12-108 and 31-12-109. (Colo. Rev. Stat. §31-12-106(3)). (Rulla)

ORDINANCE NO. 2025- ____

A BILL

FOR AN ORDINANCE ANNEXING A CERTAIN MUNICIPALLY OWNED PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO (First Creek Pond Annexation) 56.508 ACRES

WHEREAS, Article II, Section 30 of the Colorado Constitution and Colorado Revised Statutes Section 31-12-106 permits a municipality to annex any unincorporated area owned by said municipality; and

WHEREAS, C.R.S. Section 31-12-106 provides that when the municipality is the sole owner of the area that it desires to annex, which area is eligible for annexation in accordance with section 30(1)(c) of article II of the state constitution and C.R.S. Sections 31-12- 104(1)(a) and 31-12-105, the governing body may by ordinance annex said area to the municipality without notice and hearing as provided in C.R.S. Sections 31-12-108 and 31-12-109; and

WHEREAS, the City of Aurora acquired fee simple title to certain real property described in Exhibit A to this ordinance ("the Property"); and

WHEREAS, the Property is owned by the City and is not solely a public street or right-of-way; and

WHEREAS, the perimeter of the area to be annexed is more than one-sixth contiguous with the City of Aurora; and

WHEREAS, the City Council has considered that the proposed annexation complies with Article II, Section 30 of the Colorado Constitution, and has otherwise determined that such annexation complies with Colorado state law; and

WHEREAS, based on the matters presented to it, including comments from staff and the public, and all applicable criteria and requirements, the City Council finds and determines that it is in the best interest of the City to annex the Property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the annexation of the territory located in the County of Arapahoe, State of Colorado, as described in Exhibit A attached hereto and incorporated herein, is hereby ordained and approved, and said territory is hereby incorporated in and made a part of the City of Aurora, Colorado.

Section 2. That the annexation of such territory to the City of Aurora, Colorado, shall be complete and effective on the effective date of this ordinance, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January 2026.

Section 3. That the City Clerk is authorized and directed to:

A. File one copy of the annexation map with the original of the annexation ordinance in the office of the City Clerk of the City of Aurora, Colorado;

B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the County Clerk and Recorder.

Section 4. Pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this Ordinance shall be by reference, utilizing the ordinance title. Copies of this Ordinance are available at the Office of the City Clerk.

Section 5. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof, heretofore repealed.

INTRODUCED, READ, AND ORDERED PUBLISHED this _____ day of_____, 2025.

PASSED AND ORDERED PUBLISHED BY REFERENCE this _____day of_____, 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

Exhibit A
(Legal description of property to be annexed)

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43’21”E, a distance of 2631.89 feet);

Thence S00°02’03”W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

1. Thence N87°45'44"E, a distance of 658.59 feet;
2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

1. Thence S00°01'05"E, a distance of 74.63 feet;
2. Thence N89°43'21"E, a distance of 16.08 feet;
3. Thence S45°37'31"E, a distance of 329.26 feet;
4. Thence N50°57'15"E, a distance of 34.69 feet;
5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence S89°43'21"W, a distance of 187.90 feet;
2. Thence S00°01'05"E, a distance of 456.65 feet;
3. Thence S15°28'32"W, a distance of 454.60 feet;
4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

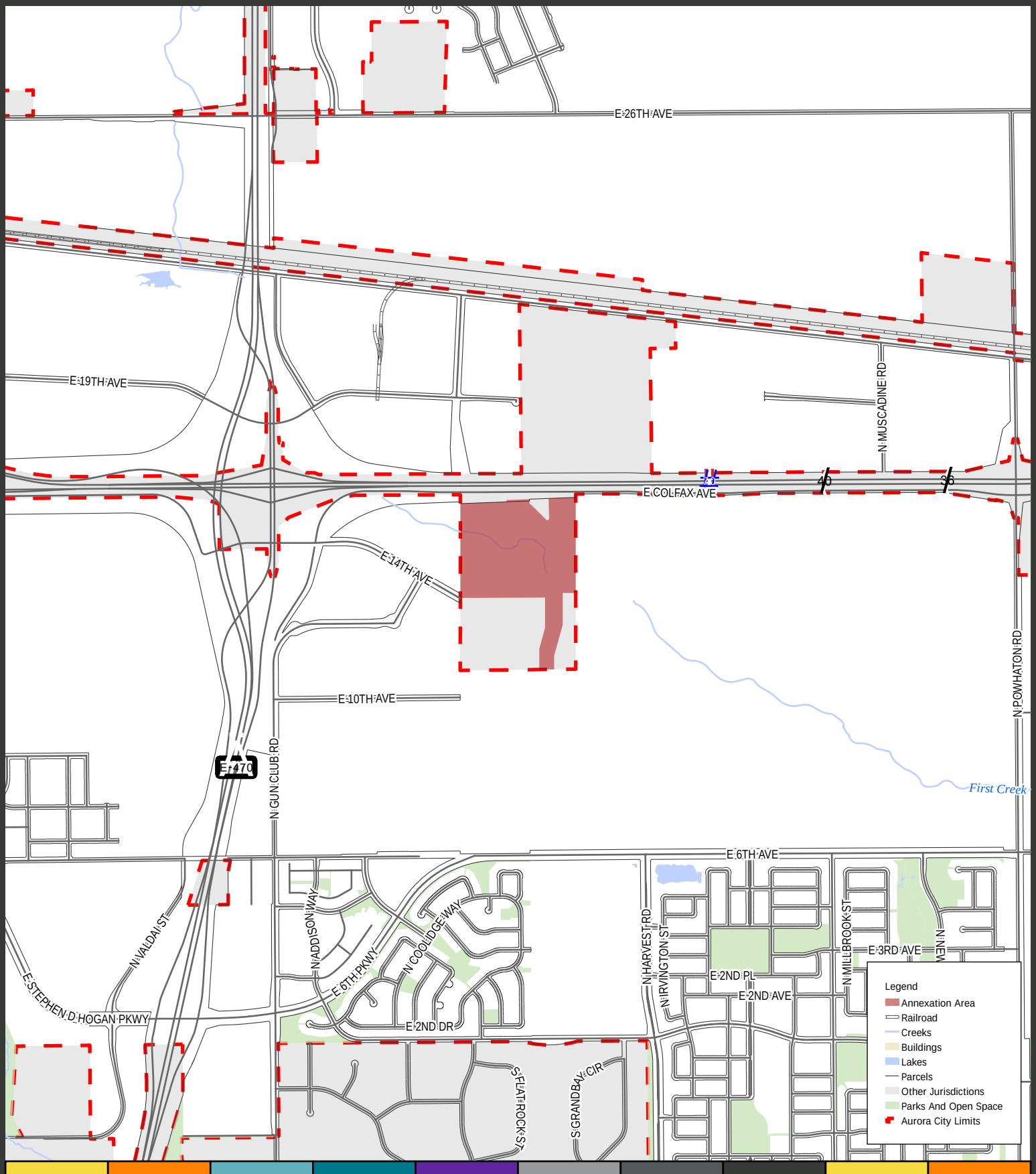
Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence N00°01'05"W, a distance of 294.75 feet;
2. Thence N15°28'32"E, a distance of 311.77 feet;
3. Thence N00°01'05"W, a distance of 431.74 feet;
4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet Total Area: 2,461,477 square feet (56.508 acres), more or less.
Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43’21”E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone, and all lineal units are represented in US Survey Feet.



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

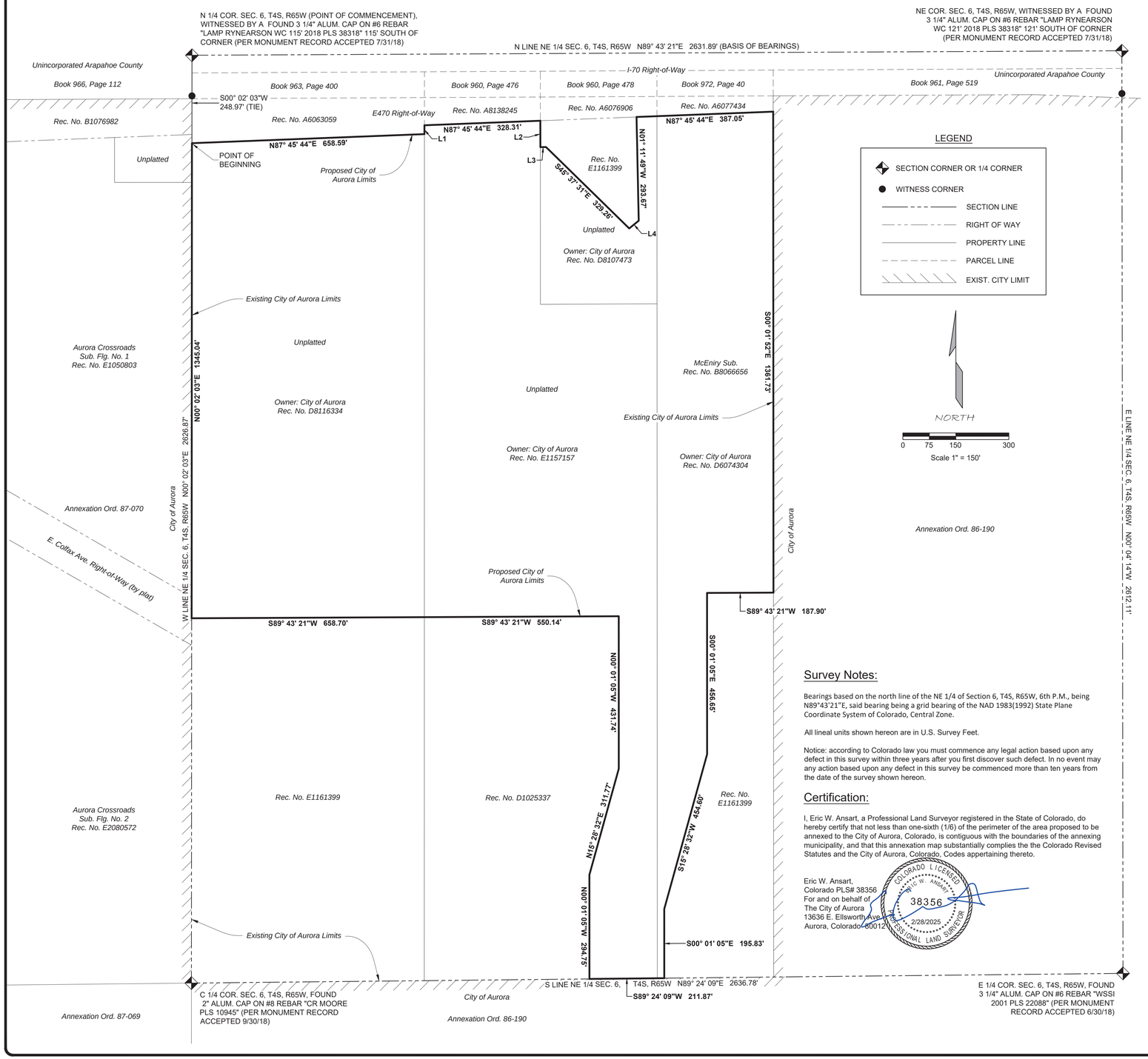
First Creek Pond Annexation

February 7, 2025

2/7/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

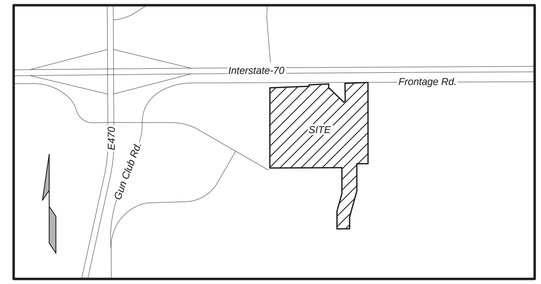
ANNEXATION MAP

BEING A PART OF THE NE 1/4 OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO



Line Table		
Line #	Length	Direction
L1	25.02'	N00° 00' 13"E
L2	74.63'	S00° 01' 05"E
L3	16.08'	N89° 43' 21"E
L4	34.69'	N50° 57' 15"E

Vicinity Map - No Scale



Land Description:

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43'21"E, a distance of 2631.89 feet);

Thence S00°02'03"W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

1. Thence N87°45'44"E, a distance of 658.59 feet;
2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

1. Thence S00°01'05"E, a distance of 74.63 feet;
2. Thence N89°43'21"E, a distance of 16.08 feet;
3. Thence S45°37'31"E, a distance of 329.26 feet;
4. Thence N50°57'15"E, a distance of 34.69 feet;
5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence S89°43'21"W, a distance of 187.90 feet;
2. Thence S00°01'05"E, a distance of 456.65 feet;
3. Thence S15°28'32"W, a distance of 454.60 feet;
4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence N00°01'05"W, a distance of 294.75 feet;
2. Thence N15°28'32"E, a distance of 311.77 feet;
3. Thence N00°01'05"W, a distance of 431.74 feet;
4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet Total Area: 2,461,477 square feet (56.508 acres), more or less.

Survey Notes:

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43'21"E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone.

All lineal units shown hereon are in U.S. Survey Feet.

Notice: according to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the survey shown hereon.

Certification:

I, Eric W. Ansart, a Professional Land Surveyor registered in the State of Colorado, do hereby certify that not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed to the City of Aurora, Colorado, is contiguous with the boundaries of the annexing municipality, and that this annexation map substantially complies the the Colorado Revised Statutes and the City of Aurora, Colorado, Codes appertaining thereto.

Eric W. Ansart,
Colorado PLS# 38356
For and on behalf of
The City of Aurora
13636 E. Ellsworth Ave
Aurora, Colorado 80012

COLORADO LICENSED ERIC W. ANSART 38356 2/28/2025 PROFESSIONAL LAND SURVEYOR

Mayor	Date
City Clerk	Date
City Engineer	Date
City Attorney	Date
City Council Ordinance No.	Effective Date

City of Aurora
Survey Section
13636 E. Ellsworth Ave
Aurora, Colo, 80012
Phone: 303-326-8011

SHEET 1 OF 1

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 6, Township 4 South, Range 65 West of the 6th Principal Meridian, City of Aurora, County of Arapahoe, State of Colorado, being a part of that parcel of land described in that Special Warranty Deed, recorded on July 12, 2016, at Rec. No. D6074304 in the office of the Arapahoe County Clerk and Recorder, a part of that parcel of land described in that Special Warranty Deed, recorded on October 31, 2018, at Rec. No. D8107473 in said office, a part of that parcel of land described in that Special Warranty Deed, recorded on November 28, 2018, at Rec. No. D8116334 in said office, and all of that parcel of land described in that Special Warranty Deed, recorded on October 15, 2021, at Rec. No. E1157157 in said office, being more particularly described as follows:

Commencing at the N 1/4 corner of said Section 6 (from whence the NE corner of said section bears N89°43’21”E, a distance of 2631.89 feet);

Thence S00°02’03”W, coincident with the west line of the NE 1/4 of said section, a distance of 248.97 feet to the southwesterly corner of that parcel of land described in that Special Warranty Deed, recorded on May 21, 1996, at Rec. No. A6063059 in said office, said corner being the **Point of Beginning**;

Thence coincident with the boundary of said parcel the following two (2) courses:

1. Thence N87°45'44"E, a distance of 658.59 feet;
2. Thence N00°00'13"E, a distance of 25.02 feet to the southwesterly corner of that parcel of land described as No. TK-91B in that Rule and Order, recorded on August 31, 1998, at Rec. No. A8138245 in said office;

Thence N87°45'44"E, coincident with the southerly line of said parcel, a distance of 328.31 feet to the northwesterly corner of that parcel of land described in Exhibit A in that Quit Claim Deed, recorded on October 21, 2021, at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following five (5) courses:

1. Thence S00°01'05"E, a distance of 74.63 feet;
2. Thence N89°43'21"E, a distance of 16.08 feet;
3. Thence S45°37'31"E, a distance of 329.26 feet;
4. Thence N50°57'15"E, a distance of 34.69 feet;
5. Thence N01°11'49"W, a distance of 293.67 feet to a point on the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 18, 1996, at Rec. No. A6076906 in said office;

Thence N87°45'44"E, coincident with said southerly line and the southerly line of that parcel of land described in that Special Warranty Deed, recorded on June 19, 1996, at Rec. No. A6077434 in said office, a distance of 387.05 feet to the northeasterly corner of said parcel of land recorded at Rec. No. D6074304 in said office;

Thence S00°01'52"E, coincident with the easterly line of said parcel, a distance of 1361.73 feet to the northeasterly corner of that parcel of land described in Exhibit C in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence S89°43'21"W, a distance of 187.90 feet;
2. Thence S00°01'05"E, a distance of 456.65 feet;
3. Thence S15°28'32"W, a distance of 454.60 feet;
4. Thence S00°01'05"E, a distance of 195.83 feet to a point on the south line of the NE 1/4 of said Section 6;

Thence S89°24'09"W, coincident with said south line, a distance of 211.87 feet to a southerly corner of said parcel of land recorded at Rec. No. E1157157 in said office;

Thence coincident with the boundary of said parcel the following four (4) courses:

1. Thence N00°01'05"W, a distance of 294.75 feet;
2. Thence N15°28'32"E, a distance of 311.77 feet;
3. Thence N00°01'05"W, a distance of 431.74 feet;
4. Thence S89°43'21"W, a distance of 550.14 feet to the northeasterly corner of that parcel of land described in Exhibit B in said Quit Claim Deed, recorded at Rec. No. E1161399 in said office;

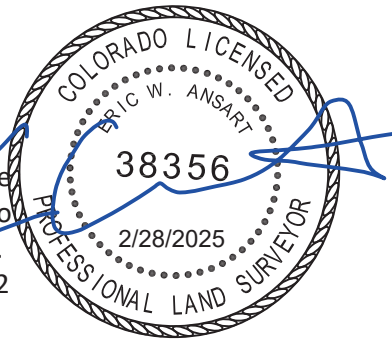
Thence continuing S89°43'21"W, coincident with the northerly line of said parcel, a distance of 658.70 feet to a point on the west line of the NE 1/4 of said Section 6;

Thence N00°02'03"E, coincident with said west line, a distance of 1345.04 feet to the **Point of Beginning**.

Total Perimeter: 8608.01 feet Contiguous Perimeter: 2918.64 feet

Total Area: 2,461,477 square feet (56.508 acres), more or less.

Bearings based on the north line of the NE 1/4 of Section 6, T4S, R65W, 6th P.M., being N89°43’21”E, said bearing being a grid bearing of the NAD 1983(1992) State Plane Coordinate System of Colorado, Central Zone, and all lineal units are represented in US Survey Feet.



Eric W. Ansart
Colorado PLS# 38356
For and on behalf of the
City of Aurora, Colorado
13636 E. Ellsworth Ave.
Aurora, Colorado 80012

CITY OF AURORA
Council Agenda Commentary

Item Title: Sandy Point Annexation Substantial Compliance
Item Initiator: Cesarina Dancy, Manager of Development Assistance, Development Services
Staff Source/Legal Source: Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
Outside Speaker: N/A
Strategic Outcome: Economically Strong: Building a conducive development climate, a diverse mix of industries and housing options, and fostering economic growth so that our community thrives and remains resilient.

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 6/9/2025

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time: (For Study Session items only indicate combined time needed for presentation and discussion)

R2025-65 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (SANDY POINT ANNEXATION) 242.154 ACRES
Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney
R2025- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (SANDY POINT ANNEXATION) 242.154 ACRES
Justin Andrews, Project Manager, Development Services / Brian Rulla, Assistant City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session
☐ Approve Item as Proposed at Policy Committee
☐ Approve Item and Move Forward to Regular Meeting
☐ Approve Item as Proposed at Study Session
☐ Information Only
☒ Approve Item as Proposed at Regular Meeting

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The City Council has adopted the Aurora Places Comprehensive Plan to guide future growth and development within the city. This plan has established the City's Annexation Area which is the boundary within which the City will consider annexation requests. This property is located within the City's Annexation Area.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

A petition for annexation was filed with the City Clerk for annexation of a 242.154 acre parcel owned by Cowley Management, LLC. This parcel is located at the NWC of E 56th Avenue and N Hayesmount Road. (see attached vicinity map).

The parcel falls within the City's Annexation Boundary and meets contiguity requirements. There will be a Development Application submitted for the property following annexation, indicating industrial land uses. The Initial Zoning Ordinance will be presented to City Council concurrently with the Annexation Ordinance. The initial zoning shall follow the City's Comprehensive Plan.

The annexation process follows state law, and this annexation will be considered over three City Council meetings. Consideration of this resolution is item #1 listed below:
1) City Council considers approval of a Resolution making a finding that the Petition is in substantial compliance with statutory requirements and sets the Public Hearing date.
2) City Council conducts the Public Hearing, considers approval of a Resolution making a finding that the land is eligible for annexation, and considers Introduction of the Annexation Ordinance.
3) City Council considers the Annexation Ordinance on final reading and the Annexation Agreement will be presented for Council consideration.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☒ Non-Budgeted Expenditure Impact
☐ Workload Impact ☐ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT

Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT

Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

Public Fiscal Impact: Annexation obligates the City to provide municipal services and utilities upon development. The fiscal impact of this development will be offset by various development fees paid at time of development, as well as future taxes generated by the expected development of commercial uses on this property.

WORKLOAD IMPACT

Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

Does City Council wish to approve the resolution as proposed and set the date for a public hearing on the proposed annexation?

LEGAL COMMENTS

According to the Colorado Municipal Annexation Act, a resolution is necessary to make a finding that the petition is compliance with Section 31-12-107(1). The resolution also establishes a date for a public hearing on the proposed annexation. The hearing is scheduled for July 28, 2025.
A petition is in substantial compliance if it is filed with the City Clerk and contains the following:

1) an allegation that it is desirable and necessary that the area be annexed
2) an allegation that the required contiguity exists
3) an allegation that the signers of the petition comprise more than 50 percent of the owners owning more than 50 percent of the property
4) a request that the City approve the annexation of the area proposed
5) a signature and address of the landowner
6) a legal description of the land owned
7) date of signature
8) an affidavit of the circulator of the petition
9) four copies of the annexation map.

This petition complies with the statutory requirements. (Rulla)

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

The undersigned (the "Petitioners"), being the owners of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") , hereby petitions the City Council (the "Council") of the City of Aurora, Colorado (the "City"), for annexation of the Property in accordance with the provisions of Title 31, Article 12, Part 1, C.R.S., as amended.

In support of this petition, the Petitioners state the following:

1. It is desirable and necessary that the Property be annexed to the City.

2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met:

    a. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the City.
    b. Contiguity with the City is not established by: (i) use of any boundary of an area: previously annexed to the City that, at the time of its annexation, was not contiguous at any point with the boundary of the City , was not otherwise in compliance with Section 31-12-104(1)(a), C.R.S., and was located more than three miles from the nearest boundary of the City ("Non-Contiguous Area"); or (ii) use of any boundary of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
    c. A community of interest exists between the Property and the City.
    d. The Property is urban or will be urbanized in the near future.
    e. The Property is integrated or is capable of being integrated with the City.
    f. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.
    g. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of $200,000 for the preceding tax year has been included in the Property without the written consent of the landowner.
    h. No annexation proceedings have been commenced for the annexation of all or any portion of the Property to another municipality.
    i. The annexation of the Property shall not result in the detachment of area from any school district or the attachment of area to another school district.
    j. No portion of the Property is more than three miles in any direction from any point of the City boundary as such was established more than one year before this annexation will become effective.
    k. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the boundaries of the Property.
    l. The Property is not presently a part of any incorporated town, city and county, or city.

3. The Petitioners comprise one hundred percent (100%) of the landowners owning one hundred percent (100%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys. Each Petitioner owns a percentage of the entirety of the Property; the full list of

petitions is set forth in Exhibit B attached hereto and incorporated herein by this reference. Cowley Management, LLC is the property manager and agent for the Petitioners.

4. Accompanying this Petition are four copies of an annexation map showing the seal of a registered engineer or land surveyor, containing the following information:

    a. A written legal description of the boundaries of the Property;
    b. A showing of the boundary of the Property;
    c. A showing of the location of each ownership tract in unplatted land and, if part or all of the Property is platted, the boundaries and the plat numbers of plots or of lots and blocks;
    d. Next to the boundary of the Property, a drawing of the contiguous boundary of the City and any other municipality abutting the Property.

5. Accompanying this Petition is a copy of the Special Warranty Deed(s) for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property. It is not required that the deed(s) be executed at the time of the Petition, but to the extent that the Petitioners do not deliver original executed Special Warranty Deeds for any said ground water underlying the Property, accompanying this Petition is an affidavit(s) stating that original executed deed(s) can and will be delivered to Aurora prior to approval of the annexation. An original executed Special Warranty Deed(s) for any and all said ground water underlying the Property will be delivered to Aurora prior to scheduling of the final reading and annexation approval before the City Council. To the extent Petitioners cannot deliver the original executed Special Warranty Deed(s) for the non-tributary and not non-tributary water within the Dawson-Arkose, Denver, Arapahoe, and Laramie-Fox Hills aquifers that lie beneath the Property, accompanying this Petition is an affidavit by Petitioners stating Petitioners' current knowledge of the ownership of said water. Prior to scheduling of the final reading and annexation approval before the City Council, Petitioners shall pay to the City the monetary value of that portion of said water beneath the Property not to be deeded to the City. Said deed(s) and monies paid to the City will be held in escrow to be returned to the Petitioners in the event the annexation is not approved by City Council.

6. Prior to the hearing before the City Council on whether to annex the Property, the Petitioners and the City shall have entered into an annexation agreement which shall govern and control the development of the Property within the City (the "Annexation Agreement"). Annexation of the Property shall be conditioned upon the City Council's approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement ("Annexation Ordinance"), the Property shall be subject to all of the terms and provisions of the Annexation Agreement.

7. In the event that an Annexation Agreement satisfactory to both the Petitioners and the City is not agreed to on or before the date of the second reading of the Annexation Ordinance, the Petitioners shall have the right to withdraw this Petition at their option and this Petition shall be deemed to be null and void as of the date of this Petition and of no force and effect as if it had never been executed and filed with the City. In such event, no filing fees shall be refunded to the Petitioners by the City.

8. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., have been requested by the Petitioners from any governmental entity, other than those requested and included in the Annexation Agreement.

9. The Petitioners signed this Petition no more than one hundred eighty (180) days prior to the date of filing.

10. The Petitioners shall pay all fees and costs incurred by the City in processing this Petition through the annexation hearing before the City Council.

11. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, the Property shall become subject to the Charter and all ordinances, resolutions, rules, and regulations of the City, except for general property taxes of the City which shall become effective on January 1 of the next succeeding year following the effective date of the Annexation Ordinance.

12. The Petitioners acknowledge that, upon the effective date of the Annexation Ordinance and subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and the uses thereon shall be subject to all taxes and fees imposed by the City. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization obtained pursuant to Article X, Section 20 of the Colorado Constitution prior to the annexation of the Property. The Petitioners hereby waive any claims they may have under Article X, Section 20 of the Colorado Constitution related to such taxes and voter authorization.

13. WHEREFORE, the Petitioners respectfully request that the City Council approve the annexation of the Property.

[***Signature page follows***]

Petitioners:

COWLEY MANAGEMENT, LLC, a Arizona limited liability company, as agent for the Petitioners

By _____

Name: Michael T. Cowley

Title: Manager

Date: 4/4/25

Mailing Address:

Cowley Management, LLC
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-GRP Van Schaak, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-GRP Van Schaak, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-POG, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
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Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-POG, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Watts Holdings, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Watts Holdings, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Edgewood, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
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an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Edgewood, LLLP
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Phoenix, AZ 85034

Petitioners:

SCM-JC Zaharis, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
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By: Strategic Capital Management AZ, L.L.C.,
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Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-JC Zaharis, LLLP
c/o Cowley Companies
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Phoenix, AZ 85034

Petitioners:

SCM-Hess Meyers, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
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Date: 4/4/25

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SCM-Hess Meyers, LLLP
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1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-A&C, LLLP,
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Michael T. Cowley, Member

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SCM-A&C, LLLP
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Phoenix, AZ 85034

Petitioners:

SCM-Ducats, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
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Phoenix, AZ 85034

Petitioners:

SCM-Fassero, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
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Michael T. Cowley, Member

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Mailing Address:

SCM-Fassero, LLLP
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1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Cagle OKC, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
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By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

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Petitioners:

SCM-Friedman OKC, LLLP,
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Its: General Partner
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By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Friedman OKC, LLLP
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Petitioners:

SCM-Tibbs OKC, LLLP,
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By: Strategic Capital Management, LLLP,
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Petitioners:

SCM-Zaharis, LLLP,
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Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Zaharis, LLLP
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1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Whiteman, LLLP,
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an Arizona limited liability limited partnership
Its: General Partner
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Michael T. Cowley, Member

Date: 4/4/25

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SCM-Whiteman, LLLP
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1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-E Whiteman, LLLP,
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Date: 4/4/25

Mailing Address:

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1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Wilson, LLLP,
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By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
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By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Wilson, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Hampton, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Hampton, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Neal, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Neal, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Bloom, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Bloom, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-Dubrul, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-Dubrul, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SCM-440 SVCS, LLLP,
an Arizona limited liability limited partnership
By: Strategic Capital Management, LLLP,
an Arizona limited liability limited partnership
Its: General Partner
By: Strategic Capital Management AZ, L.L.C.,
an Arizona limited liability company
Its: General Partner
By: Emerson Investments LLC,
an Arizona limited liability company
Its: Member

By: _____
Michael T. Cowley, Member

Date: 4/4/25

Mailing Address:

SCM-440 SVCS, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

TK Cowley Investments, LLLP
an Arizona limited liability limited partnership

By: _____
Monson S. Cowley, General Partner

Date: 4/4/25

Mailing Address:

TK Cowley Investments, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

LS Tyler Investments, LLLP
an Arizona limited liability limited partnership

By: _____
Jacob Tyler, General Partner

Date: 4/4/25

Mailing Address:

LS Tyler Investments, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

CLK, Inc., an Arizona corporation,
now known as
CLK-NV, LLC,
A Nevada limited liability company

By: _____

Name: CRAIG KRUMWIEDE

Title: MANAGER

Date: 4-2-25

Mailing Address:

CLK-NV, LLC
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

SMT Investors Limited Partnership,
an Arizona limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

Date: 4/4/25

Mailing Address:

SMT Investors, LP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

The Cowley Family Foundation

By: _____
Michael T. Cowley, Vice President

Date: 4/4/25

Mailing Address:

The Cowley Family Foundation
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Du Haben Investments, LLLP,
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

Date: 4/4/25

Mailing Address:

Du Haben Investments, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Vista Hermosa Holdings, LLLP,
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

Date: 4/4/25

Mailing Address:

Vista Hermosa Holdings, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Michael T. Cowley as Trustee,
ANC-MTC Irrevocable Trust Dated November 15, 2022

By: _____
Michael T. Cowley, Trustee

Date: 7/4/25

Mailing Address:

ANC-MTC Trust
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Timothy N. Cowley as Trustee,
ANC-TNC Irrevocable Trust Dated November 15, 2022

By: _____
Timothy N. Cowley, Trustee

Date: 4/17/25

Mailing Address:

ANC-TNC Trust
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Suzette C. Tyler as Trustee,
ANC-SCT Irrevocable Trust Dated November 15, 2022

By: _____
Suzette C. Tyler, Trustee

Date: 4/17/25

Mailing Address:

ANC-SCT Trust
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

CCT Investors, LLC
an Arizona limited liability company
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

Date: 4/4/25

Mailing Address:

CCT Investors, LLC
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

WATTSUP, LLLP,
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

Date: 4/4/25

Mailing Address:

WATTSUP, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

GYF Investments, LLLP,
an Arizona limited liability limited partnership
By: CCT Investors, LLC,
an Arizona limited liability company
Its: General Partner
By: Cowley Companies, Inc.,
an Arizona corporation
Its: Manager

By: _____
Michael T. Cowley, President

Date: 4/7/25

Mailing Address:

GYF Investments, LLLP
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Go West Too Defined Benefit Pension Plan, dated January 1, 2001

By: _____
Nathan Learner, Trustee

Date: 4-16-25

Mailing Address:

Go West Too
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

Petitioners:

Nathan Learner, an individual

By: _____
Nathan Learner

Marie Learner, an individual

By: _____
Marie Learner

Date: 4-16-25

Mailing Address:

Nathan Learner
c/o Cowley Companies
1242 East Jackson Street
Phoenix, AZ 85034

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, being first duly sworn upon oath, deposes and says:
That (he or she) was the circulator of the foregoing Petition for Annexation of lands to the City of Aurora, Colorado, consisting of 44 pages, including this page, and that the signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Name Rory Blakemore (Print)

(Signature)

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing Affidavit of Circulator was subscribed and affirmed before me this 17th day of April, 2025.

Witness my hand and official seal. (Notary Public)

[S E A L]

Nicole Yvette Hernandez
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-05-27
Commission No. 651070

My commission expires: 6-5-27

4870-7283-3778, v. 3

Exhibit A (Legal Description of Property to be annexed)

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W, S10/S11/S15/S14, PLS 13155-1991", FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W 1/4 S10/S15 PLS 13155-1991" IS ASSUMED TO BEAR SOUTH 89°26'43" WEST, A DISTANCE OF 2653.30 FEET, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°26'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 2653.30 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89°25'39" WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1330.52 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY FOUND A 3-1/4" ALUMINUM CAP STAMPED "REAMS & PATTERSON INC. W 1/16 S10/S15 1990 LS 13239" IN RANGE BOX;

THENCE NORTH 00°28'16" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2648.20 FEET TO THE CENTER WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUP CAP STAMPED "REAMS PATTERSON W 1-16 C-C S10 1990 LS NO. 13239";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID EAST HALF, A DISTANCE OF 1328.24 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "T3S R65W C 1/4 2021 PLS 38534";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2648.67 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2" PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED "JR DEVELOPERS LTD RLS 10377 10/11 DO NOT DISTURB SURVEY MONUMENT;

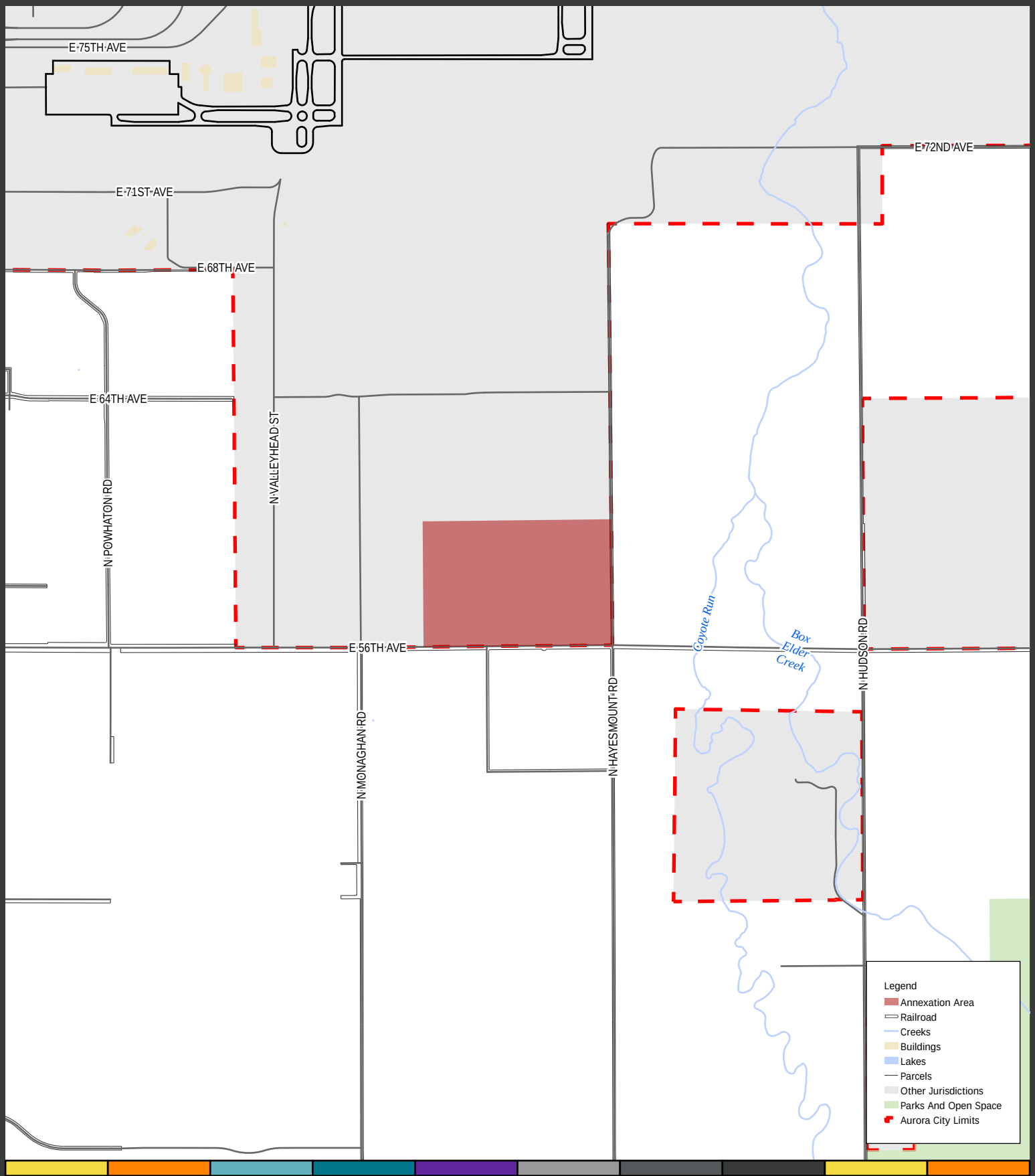
THENCE SOUTH 00°37'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2652.21 FEET TO SAID SOUTHEAST CORNER OF SAID SECTION 10 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,548,233 SQUARE FEET OR 242.154 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

Exhibit B

LIST OF PETITIONERS

SCM- GRP Van Schaak, LLLP, an Arizona limited liability limited partnership,
SCM- POG, LLLP, an Arizona limited liability limited partnership,
SCM- Watts Holdings, LLLP, an Arizona limited liability limited partnership,
SCM- Edgewood, LLLP, an Arizona limited liability limited partnership,
SCM- JC Zaharis, LLLP, an Arizona limited liability limited partnership,
SCM- Hess Myers, LLLP, an Arizona limited liability limited partnership,
SCM- A&C, LLLP, an Arizona limited liability limited partnership,
SCM- Ducats, LLLP, an Arizona limited liability limited partnership,
SCM- Fassero, LLLP, an Arizona limited liability limited partnership,
SCM- Cagle OKC, LLLP, an Arizona limited liability limited partnership,
SCM- Friedman OKC, LLLP, an Arizona limited liability limited partnership,
SCM- Tibbs OKC, LLLP, an Arizona limited liability limited partnership,
SCM- Zaharis, LLLP, an Arizona limited liability limited partnership,
SCM- Whiteman, LLLP, an Arizona limited liability limited partnership,
SCM- E Whiteman, LLLP, an Arizona limited liability limited partnership,
SCM- Wilson, LLLP, an Arizona limited liability limited partnership,
SCM- Hampton, LLLP, an Arizona limited liability limited partnership,
SCM- Neal, LLLP, an Arizona limited liability limited partnership,
SCM- Bloom, LLLP, an Arizona limited liability limited partnership,
SCM- Dubrul, LLLP, an Arizona limited liability limited partnership,
SCM- 440 SVCS, LLLP, an Arizona limited liability limited partnership,
TK Cowley Investments, LLLP, an Arizona limited liability limited partnership,
LS Tyler Investments, LLLP, an Arizona limited liability limited partnership,
CLK-NV, LLC, a Nevada limited liability company,
SMT Investors Limited Partnership, an Arizona limited partnership,
The Cowley Family Foundation,
Du Haben Investments, LLLP, an Arizona limited liability limited partnership,
Vista Hermosa Holdings, LLLP, an Arizona limited liability limited partnership,
Michael T. Cowley, Trustee of the ANC-MTC Irrevocable Trust dated November 15, 2022,
Timothy N. Cowley, Trustee of the ANC-TNC Irrevocable Trust dated November 15, 2022,
Suzette C. Tyler, Trustee of the ANC-SCT Irrevocable Trust dated November 15, 2022,
CCT Investors, LLC, an Arizona limited liability company,
WattsUp, LLLP, an Arizona limited liability limited partnership,
GYF Investments, LLLP, an Arizona limited liability limited partnership,
Go West Too Defined Benefit Pension Plan, dated January 1, 2001,
Nathan Learner, an individual and **Marie Learner**, an individual



Planning and Business Development

15151 E. Alameda Parkway
Aurora CO 80012 USA
AuroraGov.org
303.739.7250
GIS@auroragov.org

City of Aurora, Colorado

Sandy Point Annexation

N
W E
S

Miles
0 0.2

5/19/2025 I:\GIS\ArcGIS_Pro_Projects\Planning\ODA\ODA_Annexation\ODA_Annexation.aprx

ANNEXATION MAP

SANDY POINT ANNEXATION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH P.M., CITY OF AURORA, COUNTY OF ADAMS, STATE OF COLORADO

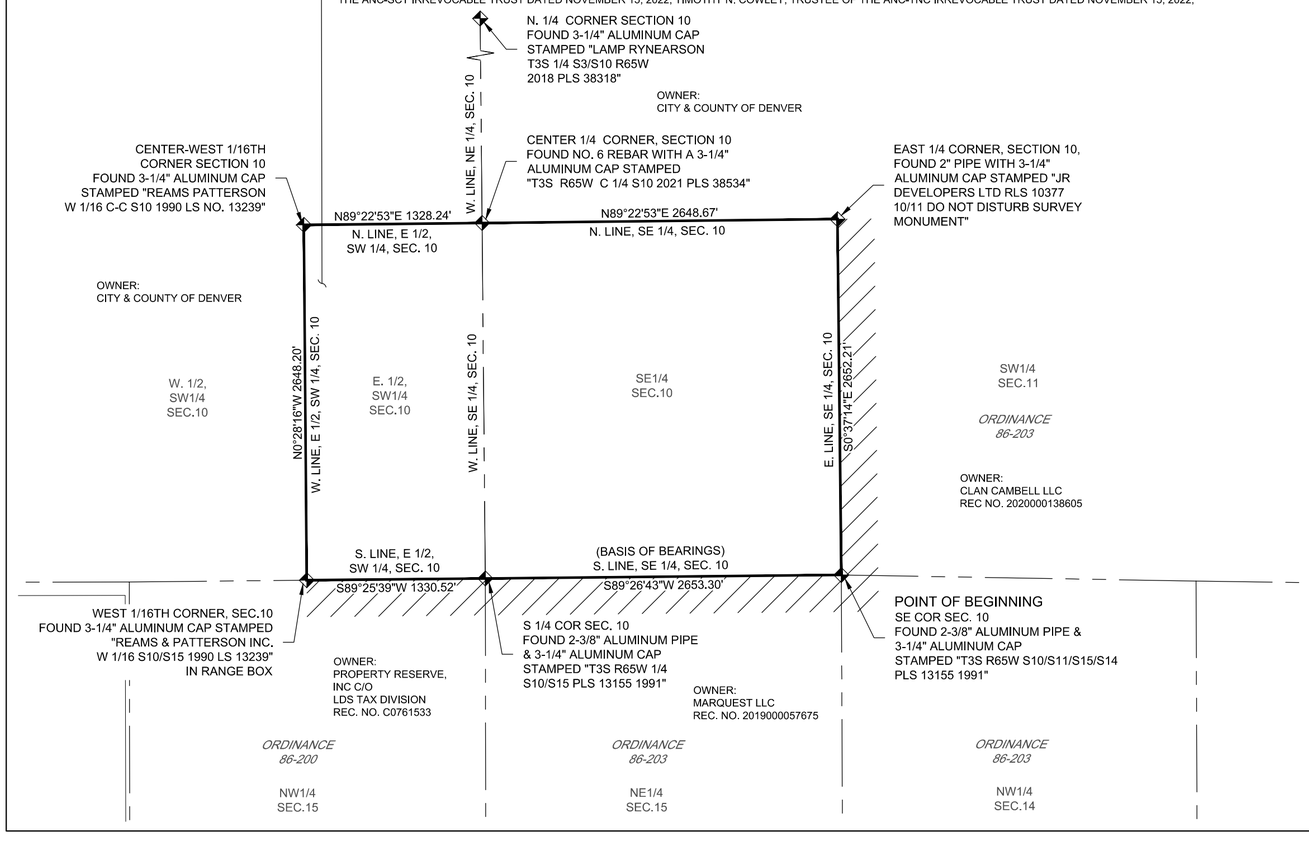
SHEET 1 OF 1



VICINITY MAP

SCALE: 1" = 3000'

OWNER:
SCM-GRP VAN SCHAAK, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-POG, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-WATTS HOLDINGS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-EDGEWOOD, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-JC ZAHARIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-HESS MYERS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-A&C, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-DUCATS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-FASSERO, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-CAGLE OKC, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-FRIEDMAN OKC, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-TIBBS OKC, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-DUBRUL, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-440 SVCS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-ZAHARIS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-WHITEMAN, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-E WHITEMAN, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-WILSON, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-HAMPTON, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, CLK-NV, LLC, A NEVADA LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO CLK, INC., AN ARIZONA CORPORATION, SMT INVESTORS LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, DU HABEN INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, VISTA HERMOSA HOLDINGS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, WATTSUP, LLLP, (ALSO KNOWN AS WATTS UP, LLLP) AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, GYF INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, GO WEST TOO DEFINED BENEFIT PLAN DATED JANUARY 1, 2001, NATHAN LEARNER AND MARIE LEARNER, SCM-NEAL, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, TK COWLEY INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, LS TYLER INVESTMENTS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, SCM-BLOOM, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, CCT INVESTORS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE COWLEY FAMILY FOUNDATION, AN ARIZONA NON-PROFIT CORPORATION, MICHAEL T. COWLEY, TRUSTEE OF THE ANC-MTC IRREVOCABLE TRUST DATED NOVEMBER 15, 2022, SUZETTE C. TYLER, TRUSTEE OF THE ANC-SCT IRREVOCABLE TRUST DATED NOVEMBER 15, 2022, TIMOTHY N. COWLEY, TRUSTEE OF THE ANC-TNC IRREVOCABLE TRUST DATED NOVEMBER 15, 2022,



LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W, S10/S11/S15/S14, PLS 13155-1991", FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W 1/4 S10/S15 PLS 13155-1991" IS ASSUMED TO BEAR SOUTH 89°26'43" WEST, A DISTANCE OF 2653.30 FEET, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°26'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 2653.30 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89°25'39" WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1330.52 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY FOUND A 3-1/4" ALUMINUM CAP STAMPED "REAMS & PATTERSON INC. W 1/16 S10/S15 1990 LS 13239" IN RANGE BOX;

THENCE NORTH 00°28'16" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2648.20 FEET TO THE CENTER WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUP CAP STAMPED "REAMS PATTERSON W 1-16 C-C S10 1990 LS NO. 13239";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID EAST HALF, A DISTANCE OF 1328.24 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "T3S R65W C 1/4 2021 PLS 38534";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2648.67 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2" PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED "JR DEVELOPERS LTD RLS 10377 10/11 DO NOT DISTURB SURVEY MONUMENT;

THENCE SOUTH 00°37'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2652.21 FEET TO SAID SOUTHEAST CORNER OF SAID SECTION 10 AND THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,548,233 SQUARE FEET OR 242.154 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

CITY OF AURORA APPROVALS:

MAYOR	DATE:
CITY CLERK	DATE:
CITY ENGINEER	DATE:
CITY ATTORNEY	DATE:
CITY COUNCIL ORDINANCE NO.	EFFECTIVE DATE

SURVEYOR'S CERTIFICATE:

I, JEAN P. HALPIN, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT NOT LESS THAN ONE-SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE CITY OF AURORA, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUES AND THE CITY OF AURORA, COLORADO CODES APPERTAINING THERETO.

JEAN P. HALPIN, PLS NO. 38474
FOR AND ON BEHALF OF WESTWOOD PROFESSIONAL SERVICES, INC.
10333 E. DRY CREEK ROAD, SUITE 400
ENGLEWOOD, CO 80112
(720)-249-3584

RECORDER'S CERTIFICATE:

STATE OF _____)
)SS
COUNTY OF _____)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF _____ ,20_____
AT _____ O'CLOCK _____ .M., RECEPTION NO. _____, FILE_____, MAP_____.

CLERK AND RECORDER

BY: _____

NOTES:

TOTAL PERIMETER = 13261.15 ± FEET

MINIMUM REQUIRED CONTIGUITY = 2210.19 ± FEET

ACTUAL CONTIGUOUS BOUNDARY = 6636.03 ± FEET

PERCENT CONTIGUOUS BOUNDARY = 50.04%

TOTAL AREA = 242.154 ACRES ±

EXISTING CORPORATE LIMITS (CITY OF AURORA)

PROPOSED CORPORATE LIMITS (CITY OF AURORA)

1000 500 0 1000 2000

SCALE: 1" = 1000'

Westwood

10333 E DRY CREEK RD.
SUITE 400
ENGLEWOOD , CO 80112
TEL: 720.482.9526

Westwoodps.com
Westwood Professional Services, Inc.

RESOLUTION NO. R2025____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, FINDING A PETITION FOR ANNEXATION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1), C.R.S., AND GIVING NOTICE OF A PUBLIC HEARING ON THE PROPOSED ANNEXATION (Sandy Point Annexation) 242.154 ACRES

WHEREAS, a petition for annexation of a certain parcels of land, described herein in Exhibit A attached hereto, has been filed with the City Clerk of the City of Aurora, Colorado (the "City"); and

WHEREAS, the petition has been referred to the City Council of the City for a determination of substantial compliance with requirements of Section 31-12-107(1), C.R.S.; and

WHEREAS, the City Council has been advised by staff, and has taken official notice of all maps, records, and other information and materials on file with the City regarding said petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The petition for annexation of certain land more particularly described in Exhibit A, attached hereto and incorporated herein, is hereby determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

Section 2. The City Council shall hold a public hearing on the proposed annexation on July 28, 2025, at 6:45 p.m., or soon thereafter, in the City Council Chambers, Aurora Municipal Center, 15151 East Alameda Parkway, Aurora, Colorado, or, if the hearing is not held in person, then by such telephonic or electronic means accessed as described on the City's website Auroragov.org, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation.

Section 3. The City Clerk is hereby directed to publish this Resolution and a Notice of Public Hearing once each week for four consecutive weeks in a newspaper of general circulation in the area proposed to be annexed.

RESOLVED AND PASSED this _____ day of _____ 2025.

_____
MIKE COFFMAN, Mayor

ATTEST:

_____
KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

PETER A. SCHULTE, CITY ATTORNEY

By: _____ RLA
BRIAN J. RULLA, Assistant City Attorney

Exhibit A

(Legal description of property to be annexed)

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W, S10/S11/S15/S14, PLS 13155-1991", FROM WHICH THE SOUTH QUARTER CORNER OF SECTION 10, BEING MONUMENTED BY A FOUND 2-3/8 INCH DIAMETER ALUMINUM PIPE WITH A 3-1/4 INCH ALUMINUM CAP STAMPED, "T3S R65W 1/4 S10/S15 PLS 13155-1991" IS ASSUMED TO BEAR SOUTH 89°26’43" WEST, A DISTANCE OF 2653.30 FEET, WITH ALL BEARINGS HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°26'43" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 10, A DISTANCE OF 2653.30 FEET TO SAID SOUTH QUARTER CORNER OF SAID SECTION 10;

THENCE SOUTH 89°25'39" WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 1330.52 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY FOUND A 3-1/4" ALUMINUM CAP STAMPED "REAMS & PATTERSON INC. W 1/16 S10/S15 1990 LS 13239" IN RANGE BOX;

THENCE NORTH 00°28'16" WEST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 2648.20 FEET TO THE CENTER WEST 1/16TH CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 3-1/4" ALUMINUP CAP STAMPED "REAMS PATTERSON W 1-16 C-C S10 1990 LS NO. 13239";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID EAST HALF, A DISTANCE OF 1328.24 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "T3S R65W C 1/4 2021 PLS 38534";

THENCE NORTH 89°22'53" EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2648.67 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 10, BEING MONUMENTED BY A FOUND 2" PIPE WITH A 3-1/4" ALUMINUM CAP STAMPED "JR DEVELOPERS LTD RLS 10377 10/11 DO NOT DISTURB SURVEY MONUMENT;

THENCE SOUTH 00°37'14" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2652.21 FEET TO SAID SOUTHEAST CORNER OF SAID SECTION 10 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING A CALCULATED AREA OF 10,548,233 SQUARE FEET OR 242.154 ACRES, MORE OR LESS AND BEING SUBJECT TO ANY EXISTING EASEMENTS AND/OR RIGHTS OF WAY OF WHATSOEVER NATURE.

CITY OF AURORA
Council Agenda Commentary

Item Title: Discussion and Possible Action Regarding Future In-Person or Virtual Council Meetings
Item Initiator: Peter Schulte, City Attorney
Staff Source/Legal Source: Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney
Outside Speaker: N/A
Council Goal: 2012: 2.1--Work with appointed and elected representatives to ensure Aurora's interests

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: 10/14/2024

2nd Regular Meeting (if applicable): N/A

Item requires a Public Hearing: ☐ Yes ☒ No

ITEM DETAILS *(Click in highlighted area below bullet point list to enter applicable information.)*

- Agenda long title
- Waiver of reconsideration requested, and if so, why
- Sponsor name
- Staff source name and title / Legal source name and title
- Outside speaker name and organization
- Estimated time (For Study Session items only, indicate combined time needed for presentation and discussion)

Peter Schulte, City Attorney / Jack Bajorek, Interim City Attorney

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

☐ Approve Item and Move Forward to Study Session

☐ Approve Item as Proposed at Study Session

☐ Approve Item and Move Forward to Regular Meeting

☐ Approve Item as Proposed at Regular Meeting

☐ Information Only

☐ Approve Item with Waiver of Reconsideration
Reason for waiver is described in the Item Details field above.

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: ***(Check all that apply)***

☐ Recommends Approval ☐ Does Not Recommend Approval

☐ Forwarded Without Recommendation ☐ Minutes Not Available

☐ Minutes Attached

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

N/A

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

If needed, this is notice on the Council Agenda for Council to discuss their rules and procedures moving forward with in-person/virtual council meetings and other matters involving their rules and procedures.

FISCAL IMPACT

Select all that apply. (If no fiscal impact, click that box and skip to "Questions for Council")

☐ Revenue Impact ☐ Budgeted Expenditure Impact ☐ Non-Budgeted Expenditure Impact
☐ Workload Impact ☒ No Fiscal Impact

REVENUE IMPACT
Provide the revenue impact or N/A if no impact. (What is the estimated impact on revenue? What funds would be impacted? Provide additional detail as necessary.)

N/A

BUDGETED EXPENDITURE IMPACT
Provide the budgeted expenditure impact or N/A if no impact. (List Org/Account # and fund. What is the amount of budget to be used? Does this shift existing budget away from existing programs/services? Provide additional detail as necessary.)

N/A

NON-BUDGETED EXPENDITURE IMPACT
Provide the non-budgeted expenditure impact or N/A if no impact. (Provide information on non-budgeted costs. Include Personal Services, Supplies and Services, Interfund Charges, and Capital needs. Provide additional detail as necessary.)

N/A

WORKLOAD IMPACT
Provide the workload impact or N/A if no impact. (Will more staff be needed or is the change absorbable? If new FTE(s) are needed, provide numbers and types of positions, and a duty summary. Provide additional detail as necessary.)

N/A

QUESTIONS FOR COUNCIL

If needed, does Council wish to discuss their Rules and Procedures, including, but not limited to, addressing and/or making a decision on whether future council meetings will be in-person/virtual?

LEGAL COMMENTS

The corporate authority and all legislative authority of the City shall be vested in the council, as the governing body of the City. The council shall determine its own rules and procedures and order of business and shall keep a journal of its proceedings. City Code Section 2-32. (Schulte)